N. J. FORM NO. 34
12-19-50,000 BEN.

SYSTEM

NEW YORK CITY, 37 WALL STREET
PHILADELPHIA, LAND TITLE BUILDING
PORTLAND, ME., 281 ST. JOHN STREET
CAMDEN, N. J., 304 MARKET STREET
WASHINGTON, D. C., COLORADO BLDG.
ST. LOUIS, FEDERAL RESERVE BANK BLDG.
BOSTON, EXCHANGE BUILDING
CHICAGO, 112 WEST ADAMS STREET
WILMINGTON, DEL., 486 DU PONT BLDG.
PITTSBURGH, PA., OLIVER BUILDING
ALBANY, N. Y., 158 STATE STREET

# THE CORPORATION TRUST COMPANY

15 EXCHANGE PLACE

JERSEY CITY, N. J.

D. W. G. Corporation (Delaware-2066) May 1, 1917.

| | | | |
|---|---|---|---|
| ANNUAL FEE MAINTENANCE REGISTERED OFFICE to | May 19, 1918 | $ | 50 00 |
| FEE AS TRANSFER AGENT to | | | |
| FEE ENTERING TRANSFERS to | | | |
| FEE AS REGISTRAR to | | | |

DISBURSEMENTS

Check 30

PAID
JUL 14 1917
The Corporation Trust Company
By A. S. Mantz Treasurer

(ALL CHARGES PAYABLE IN ADVANCE.)

# The Travelers Insurance Company

L. F. Butler, President

Hartford, Conn.

LIFE DEPARTMENT
J. STANLEY SCOTT, SECRETARY
FRANK H. LANDON, JR., ASST. SECRETARY
L. M. ROBOTHAM, ASST. SECRETARY
EDWARD B. MORRIS, ACTUARY
EARL D. CHURCH, SUPERINTENDENT
POLICY LOAN DIVISION

May 2, 1917.

F-4

Mr. Albert H. T. Banzhaf,

2 Rector Street,

New York, N. Y.

Dear Sir:-

Your favor of the 30th ult. has been received and we have already arranged to send duplicate premium notices on policy #361365 - David W. Griffith to the F-4 Corporation, New York City. We assume that this notice will be turned over to you personally by the F-4 Corporation.

Very truly yours,

H. F. Malkin

Chief Clerk.

JJF:GBC

PLEASE QUOTE THIS
REFERENCE NUMBER
3131

British Embassy,
Paris.
May 5th 1917.

D. W. Griffiths Esq.,
Grand Hotel,
12, Boulevard des Capucines,
Paris.

Dear Sir,

I beg leave to inform you, that I have just been advised by General Headquarters that you can be received at the British Front on the 14th of May, 1917.

If this date is convenient to you, will you please travel by the 7.55 a.m. train, from the Gare du Nord, to Abbeville, on the 14th of May, 1917. On your arrival at Abbeville, you will be met by an officer with a car.

Your Pass will be sent to Lieutenant Colonel Brett, 27, Place du Marché St. Honoré, in due course.

Yours very truly,

Hugh Lewis.

May 9th 1917

Dear Sir:

I enclose herewith two forms of ownership certificates, one where the exemption is not claimed, and the other where exemption is claimed, either one of which must be filed with this corporation on or before June 1st before the interest on the certificates of indebtedness which you hold can be paid. This is pursuant to the Rules and Regulations of the Treasury Department under the Internal Revenue Income Tax, and should be complied with at once.

We would prefer that you claim the exemption so that we will not be compelled to make the deduction at this end.

Very truly yours,

WARK PRODUCING CORPORATION.

President.

Norman Hall, Esq.,
c/o Hallgarten & Co.,
5 Nassau Street,
New York City.

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

May 9th 1917

Dear Madam:

I enclose herewith two forms of ownership certificates, one where the exemption is not claimed, and the other where exemption is claimed, either one of which must be filed with this corporation on or before June 1st before the interest on the certificates of indebtedness which you hold can be paid. This is pursuant to the Rules and Regulations of the Treasury Department under the Internal Revenue Income Tax, and should be complied with at once.

We would prefer that you claim the exemption so that we will not be compelled to make the deduction at this end.

Very truly yours,

WARK PRODUCING CORPORATION.

A H T Banzhaf

President.

Miss Vera V.B. Richard,
c/o H. C. Richard,
376 Grand Street,
New York City.

# B O N D.

Wescott Film Corporation,

TO

Wark Producing Corporation.

#74

# B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, Westcott Film Corporation, a corporation organized under the laws of the State of South Dakota, as principal, and H. C. Kemp, J. Earl Kemp and W. H. Schafer, as sureties, are held and firmly bound unto the Wark Producing Corporation, a corporation organized under the laws of the State of New York, in the sum of Ten Thousand ($10,000) Dollars, to be paid unto the said Wark Producing Corporation, its successors and assigns, for which payment well and truly to be made, we jointly and severally bind ourselves and each of our heirs, executors, administrators and successors firmly be these presents.

Dated this 9th day of May, 1917.

The condition of this obligation is such that whereas the above named Westcott Film Corporation has entered into a certain contract and agreement in writing dated April 25th, 1917, which is hereby referred to and made a part hereof, with said Wark Producing Corporation, and obligated itself therein to do and not to do various things specifically set forth in said agreement.

NOW THEREFORE, in case said Westcott Film Corporation faithfully performs the provisions of said agreement, then this obligation should be void, otherwise to remain in full force.

In Testimony Whereof, said Westcott Film Corporation has caused these presents to be executed in its corporation name and its corporate seal to be hereto affixed by its proper officers, thereunto

duly authorized, and said sureties have hereunto set their hands and seals the day and date first above written.

WESTCOTT FILM CORPORATION.

By George N. Brandron
Vice-President.

By J. Earl Kemp
Secretary.

N. C. Camp (Seal)

J. Earl Kemp (Seal)

W. H. Schaefer (Seal)

Signed, sealed and delivered in
the presence of

C. B. Valleau

F. E. Dodge

STATE OF MINNESOTA:
SS
COUNTY OF HENNEPIN.

On this 9th day of May, A. D. 1917, before me, a notary public, within and for said County, personally appeared H. C. Kemp, J. Earl Kemp and W. H. Schafer, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

H Stevenson
Notary Public, Hennepin Co., Minn.
My commission expires Aug 18 1922

H. C. Kemp, J. Earl Kemp and W. H. Schafer, being duly sworn, say, each for himself, that he is one of the sureties within named; that he is a resident and freeholder of the State of Minnesota, and worth the amount for which he justifies herein, below stated, above his debts and liabilities, and exclusive of his property exempt from execution.

H. C. Kemp
Amount of Justification $10,000.

Subscribed and sworn to before me this 9th day of May, 1917.

J Earl Kemp
Amount of Justification $10,000.

H Stevenson
Notary Public, Hennepin Co.,Minn.

W. H. Schafer
Amount of Justification $10,000.

My commission expires Aug 18. 1922

STATE OF MINNESOTA:
SS
COUNTY OF HENNEPIN.

On this 9th day of May, A. D. 1917, before me, a Notary Public, within and for said County, personally appeared George Granstrom, and J. Earl Kemp, to me personally known, who, being each by me duly sworn, did say that they are respectively the Vice President and the Secretary of the Westcott Film Corporation, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said George Granstrom and J. Earl Kemp acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, Hennepin Co., Minn.

My commission expires May 22-1922

8388

TELEPHONE CENTRAL 6728

Cabiria
ILLINOIS, INDIANA & WISCONSIN

Marvelous Maciste
ILLINOIS, INDIANA & WISCONSIN

# E-L-K FILM CO.

EXCLUSIVE FEATURE FILMS
SUITE 508-510 MALLERS BLDG
5 S WABASH AVE

The Avenging Conscience
ILLINOIS

Should A Baby Die
ILLINOIS INDIANA & WISCONSIN

CHICAGO, ILL., May 10th, 17

Messrs. D. W. Griffith Co.,
Longacre Bldg.,
42nd & Broadway
New York, N.Y.

Gentlemen:

On the 30th of April you sent us a bill for $8.25 covering a charge of 25-3 Sheets on "Avenging Conscience" which we had taken from stock.

Will you please look into this matter, as you have no doubt made a mistake in billing this item. This paper should be 5c per sheet, which would make the bill...$3.75, for which amount we enclose herewith our check.

Trusting you will find this correct, we remain.

Yours very truly,

E-L-K FILM CO.

Per B Singer

B:

DATED 10th MAY 1917

WARK PRODUCING CORPORATION

— and —

E. WERTHEIMER Esq.,

Copy Counterpart —

A G R E E M E N T

— as —

to FILM "INTOLERANCE" for AFRICA

HARRY WILSON,
2 Broad Court Chambers,
Covent Garden, W.

Aug 15/29
Wrote Werthemer
re Extension

74

STAMP 10/-. A N A G R E E M E N T made the tenth day of May One thousand nine hundred and seventeen

B E T W E E N THE WARK PRODUCING CORPORATION of Long Acre New York of the United States of America by WILLIAM ELLIOT BURLOCK of 10 Bury Street St. James's in the County of London their Agent hereinafter called the Corporation of the one part and EMILE WERTHEIMER of 44, Avenue Mansions Finchley Road, in the County of London hereinafter called the Hirer of the other part

W H E R E A S the Corporation are the Owners of a Cinematograph film or picture play called "Intolerance" and of the Copyright therein for (amongst other countries) the United Kingdom AND WHEREAS the said William Elliot Burlock is the duly authorised Agent and Attorney of the Corporation in the United Kingdom AND WHEREAS the Corporation has agreed to grant to the Hirer the sole and exclusive license to use and grant sublicenses of such film in the Union of South Africa and Rhodesia for the period and upon the terms and conditions hereinafter mentioned AND WHEREAS the Hirer has some time since paid to the said William Elliot Burlock on behalf of the Corporation the sum of One hundred pounds in part payment of the consideration money hereinafter mentioned.

NOW IT IS HEREBY AGREED as follows :-

1. THE Corporation shall grant to the Hirer the sole and exclusive right to use produce and sublicense the said film for a period of Six years from the date hereof throughout the Union of South Africa and Rhodesia.

2. THE consideration for this Agreement shall be the sum

of One thousand five hundred pounds of which the sum of Four hundred pounds (making with the said sum of One hundred pounds the sum of Five hundred pounds the receipt whereof the Corporation hereby acknowledge) has been paid to the said William Elliot Burlock on or before the execu--tion of this Agreement and the remainder shall be paid to the said William Elliot Burlock as follows :- namely :- One thousand pounds against delivery of Prints as provided by Clause 3 hereof

3. THE Corporation shall within Thirty days from the date hereof and subject to safe arrival thereof in this Country deliver to the Hirer free of all duties one absolutely new copy of the said film in first rate order and condition for showing and shall supply during the period for which the license in the film is granted in this agreement such further copies as may be reasonably required by the Hirer for the purposes of this Agreement

SUCH further copies to be new copies in first rate condition for showing and printed upon Eastman's stock, copies to be invoiced to the Hirer and to be paid for by him at the rate of One hundred and sixty pounds each de--livered in London such price to include the import duty into the United Kingdom calculated on the present basis and the Hirer agrees that should the import duty be raised in the future any increase of duty above one penny per foot shall be paid by the Hirer in addition to the price of One hundred and sixty pounds per copy

THE Corporation shall on execution of this Agreement

forthwith order by cable from America one further complete print of the said film for delivery in England to the Hirer so soon as possible and in any event before Thirtieth July One thousand nine hundred and seventeen providing it is not lost or delayed by warlike operations or acts of the King's enemies or owing to Shipwreck The Hirer agrees to pay One hundred and sixty pounds the price of the said copy together with the One thousand pounds re--ferred to in Clause 2 hereof, against delivery of the said print

4. DURING the said period of six years the Hirer shall have the power to grant sublicenses to any other person firm or company to use and exhibit the said film in the said territory

5. SAVE as aforesaid this Agreement does not assign to or confer upon the Hirer any performing rights or interest in the copyright in the said film but the cor--poration shall at all times during the said period of Six years duly take all such proceedings for the purpose of preventing and restraining infringements of such Copyright as may reasonably be required by the Hirer. At the expiration or termination of the agreement the Hirer at once returns the said films to the Corporation

6. ALL newspaper advertisements & posters issued by the Hirer in connection with the said film shall contain the name of D W Griffith as Producer thereof the said name to be printed as prominently as the largest type in such advertisement or poster.

7. NOTHING in this Agreement shall constitute a

partnership between the Corporation and the Hirer or the said William Elliot Burlock and the Hirer or any of them.

8. THE Corporation shall not be responsible for any accident loss or damage in any hall or theatre where the said production takes place and neither of the parties shall be liable in damage to the other in the event of such hall or theatre being closed or the production of the said film being prevented in consequence of fire accident strikes or epidemic order of the Public or Competent authorities - National mourning tempest aircraft (hostile or otherwise) shots shells bombs or missiles from or used against air--craft warlike operations acts of the King's enemies explosions flood or calamity of any kind or other inevitable accident.

9. THE Corporation agrees not to produce or to grant license for the production of the said film within any part of the aforesaid territory during the said period and to do all such acts and things as may be necessary to vest in the Hirer the sole and exclusive right to use and produce the said film therein and to secure to him the full benefit of this agreement.

10. THE Hirer undertakes that he will not allow or cause to be made any duplicate copies of the said film or any part thereof nor allow or suffer the said film to be shown in any district or territory whatever except as mentioned in this agreement And in the event of any breach of this clause the Hirer undertakes at his own cost to forthwith commence and prosecute such criminal or other proceedings as the Corporation may require to deal with any such breach

and further the Hirer agrees that if it should be proved to the satisfaction of the Corporation that any such breach was occasioned by or connived at personally by the Hirer then and in such event the license hereby granted shall ipso facto determine without prejudice to the right of the Corporation to damages for any breach of this Agreement.

11. THIS Agreement shall bind the Corporation its success--ors and assigns on the one side and the Hirer his executors administrators and assigns on the other.

12. THIS Agreement is to be construed and take effect as a Contract made in England, and in accordance with the law of England and the Corporation hereby submit to the juris--diction of the High Court of Justice in England, and hereby appoint Messrs. Brown Shipley, and every Clerk for the time being of that Company, to be the Agent in London of the Corporation for the purpose of accepting service on behalf of the Corporation respectively of any Writ, notice, order judgment, or other legal process or document in respect of any matter arising out of this agreement, and such appointment shall not be revocable and service of any such document on such appointee shall be deemed to be good service on the Corporation for all purposes, and the Corporation elect domicile at the registered office of the said Bank

I N W I T N E S S whereof the parties have hereunto set their hands and seals the day and year first above written.

SIGNED SEALED and DELIVERED by the above named Emile Wertheimer in the presence of :- ) E. WERTHEIMER (L. S.)

E. Leslie Burgin, Solicitor.
3, Grays Inn Place, London, W.C.

DATED 10th May 1917

---

WARK PRODUCING CORPORATION

--- and ---

E. WERTHEIMER Esquire.

---

Copy

A G R E E M E N T

-- as to --

I N T O L E R A N C E

---

DENTON HALL & BURGIN,

3 Gray's Inn Place,

W.C.1.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Wrote Wertheimer Aug. 15/23 re separation

74
May 10/23

Stamp
10/-

A N A G R E E M E N T made the Tenth day of May 1917 B E T W E E N THE WARK PRODUCING CORPORATION of Long Acre Buildings New York of the U.S.A. by WILLIAM ELLIOT BURLOCK of 10 Bury Street Saint James in the County of London their Agent hereinafter called the Corporation of the one part and EMILE WERTHEIMER of 44 Avenue Mansions Finchley Road, in the County of London hereimafter called the Hirer of the other part W H E R E A S the Corporation are the owners of a Cinematograph film or picture play called "Intolerance" and of the copyright therein for (amongst other countries) this United Kingdom AND W H E R E A S the said William Elliot Burlock is the duly authorised Agent and Attorney of the Corporation in the United Kingdom And W H E R E A S the Corporation has agreed to grant to the Hirer the sole and exclusive license to use and grant sublicences of such film in this part of the United Kingdom for the period and upon the terms and conditions hereinafter mentioned A N D W H E R E A S the Hirer has some time since paid to the said William Elliot Burlock on behalf of the Corporation the sum of Three hundred and fifty pounds in part payment of the consideration money hereinafter mentioned.

NOW IT IS HEREBY AGREED as follows:-

1. THE Corporation shall grant to the Hirer the sole and exclusive right to use produce and sublicense the said film for a period of SIX YEARS from the date hereby in the followingtowns and within a radius of Twenty miles round each of them namely Glasgow Edinburgh Manchester, Liverpool

Sheffield, Nottingham, Belfast Bradford, Birmingham, Cardiff Leeds, Blackpool, Leicester Newcastle, Brighton, Plymouth Swansea, Bristol and Dublin

2. THE consideration for this Agreement shall be the sum of £17,000 of which the sum of £4,650 (making with the said sum of £350 the sum of £5,000 the receipt whereof the Corporation hereby acknowledges).has been paid to the said William Elliot Burlock on or before the execution of this Agreement and the remainder shall be paid to the said WILLIAM ELLIOT BURLOCK as follows namely:- £3,000 against delivery of Prints as provided by Clause 3 hereof and the balance by weekly instalments of £5,00 per week the first of such instalments to be paid on or before the Tenth of June 1917.

3. THE Corporation shall forthwith upon the execution of this Agreement deliver to the hirer free of all duties one absolutely new copy of the said film in first rate order and condition for showing and shall supply during the period for which the license in the film is granted in this agreement such further copies as may be reasonably required by the hirer for the purposes of this agreement Such further copies to be new copies in first rate order and condition for showing and printed upon Eastman's stock copies to be invoiced to the hirer and to be paid for by him at the rate of £150 each delivered in London such price to include the import duty into the United Kingdom calculated on the present basis and the hirer agrees that should the import duty be raised in the future any increase of duty above One penny per foot shall be paid by the Hirer in addition to the price of £150 per copy. The Corporation shall on execution of this agreement forthwith order by

cable from America Four further complete prints of the said film for delivery in England to the hirer so soon as possible and in any event before Thirtieth June 1917 providing they are not lost or delayed by warlike operations or acts of The King's enemies or owing to shipwreck. The Hirer agrees to pay £600 the price of the said four copies together with the £3,000 referred to in Clause 2 hereof, against delivery of the said four prints.

4. DURING the said period of 6 years the hirer shall have the power to grant sublicences to any other person firm or company to use and exhibit the said film in any of the said towns and districts.

5. SAVE as aforesaid this agreement does not assign to or confer upon the hirer any performing rights or interest in the copyright in the said film but the Corporation shall at all times during the said period of 6 years duly take all such proceedings for the purpose of preventing and restraining infringements of such copyright as may reasonably be required by the hirer.

6. DURING the first year of the said period the hirer agrees to charge prices for admission to the exhibition of the said film ranging from not less than six pence to 2/6 (s d) such prices being exclusive of any tax from time to time charges on admission thereto.

7. ALL newspaper advertisements and posters issued by the hirer in connection with the said film shall contain the name of D W Griffith as Producer thereof the said name to be printed as prominently as the largest type in such advertisement or poster.

8. NOTHING in the agreement shall constitute a partnership between the Corporation and the hirer or the said William Elliot Burlock and the hirer or any of them.

9. THE Corporation shall not be responsible for any accident loss or damage in any hall or theatre where the said production takes place and neither of the parties shall be liable todamage to the other in the event of such hall or theatre being closed or the production of the said film being prevented in consequence of fire accident strikes epidemic order of the Publicor competent authorities National mourning tempest aircraft (hostile or otherwise) shots shells bombs or missiles from or used againts aircraft warlike operations or acts of the King's enemies explosions flood or calamity of any kind or other inevitable accident.

10. THE Corporation agrees not to produce or to grant license forthe production of the said film within any of the towns or districts aforesaid during the said period and to do all such acts and things as may be necessary to vest in the hirer the sole and exlusive right to use and produce the said film therein and to secure to him the full benefit of this Agreement.

11. THE hirer shall have theoption to be exercised by notice to the said William Elliot Burlock within Ninety days from the date hereof of acquiring the exclusive right to use and produce the said film in all other towns and parts of the United Kingdom and the Isle of Man except the district comprised within a radius of 7 miles from Charing Cross London on payment of a further sum of £10,000 In the event of the hirer exercising such option the said sum of £10,000 shall be paid to the said William Elliott

Burlock on behalf ofthe Corporation as to Two thousand five hundred pounds on the date of the exercise of such option as to a further £2,500 within 30 days from such date as to a further £2,500 within 60 days from such date and as to the balance of £2,500 within 90 days from such date.

12. THE hirer undertakes that he will not allow or cause tobe made any duplicate copies of the said film or any part thereof nor allow or suffer the said film to be shown in anydistrict or territory whatever except such towns and districts as are mentioned in this Agreement And in the event of any breach of this Clause the hirer undertakes at his own cost to forthwith commence and prosecute such criminal or other proceedings as theCorporation may require to deal with any such breach and further the Hirer agrees that if it should be proved to the satisfaction of the corporation that any such breach was occasioned by or connived at personally by the Hirer then and in such event the license hereby granted shall ipso facto determine without prejudice to the right of the Corporation todamages for any breach of this agreement.

13. THIS Agreement shall bind the Corporation its successors and Assigns on the one side and the Hirer his Executors Administrators and Assigns on the other.

14. AT the end or termination of this Agreement the Hirer will return the said film to the Corporation.

15. THIS Agreement is to be construed and take effect as a Contract made in England and in accordance with the Law of England and the Vendors hereby submit to the Jurisdiction of the High Court of Justice in England, and hereby appoint

the Messrs Brown Shipley and every Clerk for the time being of that Company to be the Agent in London of the Corporation for the purpose of accepting service on behalf of the Corporation respectively of any writ, notice, order, judgment or other legal process or document in respect of any matter arising out of this Agreement, and such appointment shall not be revocable and service of any such document such appointee shall be deemed to be good service on the Corporation for all purposes, and the Corporation elect domicile at the registered office of the said Bank.

I N W I T N E S S whereof the parties have hereunto set their hands and seals the day and year first above written.

SIGNED SEALED AND DELIVERED by the above named William Elliott Burlock in the presence of,

Harry Wilson,
Solicitor,
2 Broad Court Chambers,
Covent Garden,
London.

WILLIAM ELLIOT BURLOCK (L.S.)
Attorney for the
Wark Producing Corporation
U.S.A.

Received the sum of £3600 (three thousand six hundred pounds) being the instalment price of four prints payable as per clause three hereof.

W. E. Burlock

1d Stamp. June 12/17

Received the sum of Five hundred pounds by cheque £500.

W. E. Burlock

1d Stamp. June 21/17.

HERZFELD & STERN,

CABLE ADDRESS:
"FELIXFELD" NEW YORK.

No. 40 Exchange Place

New York, May 10, 1917.

Wark Producing Corporation,
2 Rector Street,
New York City.

Dear Sir:

Replying to your favor of the 9th instant, I beg to enclose, as requested, income tax ownership certificate, duly signed.

Very truly yours,

M Herzfeld

# C. B. RICHARD & CO., BANKERS.

31 & 33 BROADWAY.

ESTABLISHED 1847

CABLE ADDRESS
AGNES, NEW YORK

NEW YORK. May 10, 1917

CABLE CODES USED
LIEBER'S
A.B.C. 4TH EDITION
A B C 5TH EDITION

Mr. Albert H. T. Banzhaf, Prest.
Wark Producing Corporation,
2 Rector St., City.

Dear Sir:

Replying to your favor of the 9th inst., I return herewith properly signed certificate "Exemption not claimed".

I should think you would do as the majority of incorporated companies, namely, pay the Company's tax and remit interest in full to the certificate holders.

Yours truly,

C. B. Richard

(enclosure)

Griffith Land Co

RENTING A SPECIALTY

HOME PHONE CITY 2281

# JOHN RIEHL

## REAL ESTATE IN ALL ITS BRANCHES

504 WEST JEFFERSON STREET

SECOND FLOOR

LOUISVILLE, KY. May 11, 1917

Mr. Albert T. Banshof,
# 2 Rector Street,
New York City, N. Y.

Dear Sir:-

I thought I would write you a few lines in regard to the deed which you now have in your possession for the property at 2918 Portland Avenue, Louisville. Have you heard anything from Mr. Albert Griffith, who is now in Australia? If not, can you get in touch with him to find out why it is that he has not returned the deed that you had forwarded him to sign.

Also have you heard anything from Mr. Dave Griffith, who is now in London, England, as to when he will return?

Please let me hear from you at your earliest convenience, as I would like to have this information.

Yours very respectfully,

JR-EHG

John Riehl

HALLGARTEN & CO.

5 NASSAU STREET

NEW YORK May 11, 1917.

Wark Producing Corporation,
2 Rector Street,
New York City.

Dear Sirs:-

We beg to hand you herewith ownership certificate signed by Mr. Herbert R. Mainzer, covering the interest due July 1st on Wark Producing Corporation Stock.

We would thank you to kindly send this check to Mr. Herbert R. Mainzer, 105 West 40th Street, New York City, when it falls due.

Very truly yours,

Hallgarten & Co.
H. R. Mainzer

W
WS*M
Enc.

5/12/17

**THE PERRY HOUSE**

**NEWPORT, R. I.**

**DWYER & PURCELL, Proprietors**

Dear Baughof -

I am sending you herewith my ownership Certificate as requested by your letter of May 8. Will you be good enough to see that it is properly filled out before letting it out of your hands. I do not remember the terms of the certificate and, of course, haven't them with me, now that I have enlisted in the Naval Reserve.

If you wish to communicate with me in the near future you may address me here, but my permanent address (please note) is Titusville Pa. That is where my family lives.

With best wishes I am

Sincerely Yours

C. E. Powell

Encl 3

Nebras

Nebraska

*Office of the*

# *Clark Estates,*

*Singer Building, 149 Broadway,*

*W. Beach Day, Agent.* *New York,* May 14, 1917.

Albert H. T. Banzhaf, Esq., President,
Wark Producing Corporation,
2 Rector Street, N. Y.

Dear Sir:-

Referring to your letters of May 9th to Messrs. Robert Sterling and Stephen Carlton Clark, I enclose ownership certificates in reference to the interest on the certificates of indebtedness of the Wark Producing Corporation, which they own, and you will note they are on the form not claiming exemption from having the normal tax of 2% withheld at the source.

The forms you sent over refer to the withholding as 1% and I think perhaps you may be glad to have the fact called to your attention that they are now obsolete. It would be most inconvenient for them to claim exemption, which accounts for our not complying with your request. If these certificates are not in proper form, please advise me.

Very truly yours,

W. Beach Day

AGENT.

WBH/H
Enclosures.

BENJAMIN BLOCK
PETER J. MALONEY
L. MONTEFIORE STEIN
WILLIAM B. ANDERSON
FRANK E. ALSTRIN

# BLOCK, MALONEY & CO.

SUCCESSORS TO

FINLEY BARRELL & CO.

MEMBERS OF
N.Y. STOCK EXCHANGE
N.Y. COTTON EXCHANGE
CHICAGO BOARD OF TRADE
CHICAGO STOCK EXCHANGE

74 BROADWAY
NEW YORK

203 S. LA SALLE ST.
CHICAGO

NEW YORK May 14,17

Albert H. T. Banzhaf, Esq.,
2 Rector St., City

Dear Sir:-

Answering your letter of the 9th, I beg to enclose herewith ownership certificate signed as per your instructions.

I beg to advise you that Mr.Carl Levis turned over a letter similar to the one I received and for your information I beg to advise you that some few months ago I purchased from Mr. Levis a thousand dollar note and a share of stock and sent same to the transfer office asking them to transfer same to me. They made a notation of it on their books, claiming that was the way they did it. I beg to advise you that I am the owner of the certificate in the name of Carl Levis and naturally the enclosed memorandum will cover that one also.

I wish you would advise me if I am wrong in this matter, or if I have to have any other papers signed regarding it.

Thanking you for your attention to this matter,

Yours very truly,

Benjamin Block

P S Enclosed herewith I hand you an assignment from Carl Levis for the one share of stock and the $1,000. note which I claim to own. After reading same will you kindly return it to me for my files and oblige,

Yours truly,

Benjamin Block

W. BEACH DAY
SINGER BUILDING
149 BROADWAY
NEW YORK

May 14, 1917.

Albert H. T. Banzhaf, Esq., President,
Wark Producing Corporation,
2 Rector Street, N. Y.

Dear Sir:-

As requested in your letter of May 9th, I enclose exemption certificates in reference to my certificate of indebtedness of the Wark Producing Corporation, exemption not claimed. It would be most inconvenient for me to claim it.

Very truly yours,

W Beach Day

WBD/H

Pence

May 15th 1917

Mr. Albert Grey,
228 Pitt Street,
Sidney, Australia.

Dear Albert:

Under date of February 19th I mailed you a letter enclosing a deed for you to sign for the Louisville property, and I have never heard from you relative thereto. If you have this, will you kindly have it signed at once and return to me as they are waiting for the same?

No doubt you know that D. W. is still abroad and we are expecting him back within about six weeks.

Things seem to be going very nicely with you and I trust that you will continue the good work. The show business received somewhat of a set-back since the declaration of war, but we have hopes that it will revive soon.

Trusting that you are in good health and enjoying life, I remain

Sincerely yours,

AHTB/R

OFFICE OF

# HENRY W. PUTNAM,

108 Chambers Street,

P. O. Box 1619. **New York,** May 15th 1917 191

Wark Producing Corporation

2 Rector Street,

City.

Dear Sirs:

Replying to your favor of the 9th inst. enclosing ownership certificate which I am returning herewith, I would ask that you fill in the proper figures dates etc. and return the certificate to me for my signature.

Very truly yours,

Henry W. Putnam

H.W.P./L.

Enclosure:

Wark P. Corp.

May 16th 1917

Mr. Henry W. Putnam
108 Chambers Street,
New York City.

Dear Sir:

We return herewith ownership certificate (no exemption claimed) with the certificate numbers filled in.

Kindly sign and return the same.

Very truly yours,

WARK PRODUCING CORPORATION

President

B/R

Enc.

RÉPUBLIQUE FRANÇAISE. **TÉLÉGRAMME** POSTES ET TÉLÉGRAPHES

N° .....

**Indications de service.**

1

M D.- Griffith ~~grand hôtel~~

ROLÉ

2 06

~~Paris~~

à Savoy London

Timbre à date.

15 MAI 17

ORIGINE.

MENTIONS DE SERVICE.

LE PORT EST GRATUIT. Le facteur doit délivrer un récépissé à souche lorsqu'il est chargé de recouvrer une taxe.

À DÉCHIRER

New York 63 10 (Anglo

Leave here tomorrow love

= Gish

[Anc. 324 bis.] (Juillet 1916. — 1/4 triple jésus bleu sp. 727 d'O.)

W. F. THURSTON
M. D., M. R. C. S. Eng., L. R. C. P. Edin.
221½ SOUTH SPRING ST.
ROOMS 10-11-12

Office Phone Home A-1444
Res. Santa Monica, Home 1085

Los Angeles, Cal., May 17th 1917.

Albert H. T. Banghart Esqre
New York City.

Dear Sir:

As I am not quite sure of filling in the upper part of certificate correctly, I have only signed my name, & address. Trusting this will suffice

Very truly Yours
W. F. Thurston.

TELEPHONE LENOX 77

TRADE MARK

# GEORGE EHRET

## BREWER

NEW YORK

217 EAST 92nd STREET
NEW YORK

May 17th 1917.

Mr. A. H. T. Banzhaf,
2 Rector Street, City.

Dear Sir:

Enclosed please find the ownership certificate exemption claimed for the interest on the certificates of indebtedness of the Wark Producing Corporation.

Very truly yours,

George Ehret Jr.

GEJr:S

OFFICE OF

# HENRY W. PUTNAM,

## 108 Chambers Street,

P. O. Box 1619. **New York,** May 17th 1917 191

Wark Producing Corporation

2 Rector Street

City.

Dear Sirs:

I am in receipt of your favor of the 16th inst. enclosing ownership certificate partly and erroneously made out for me to sign.

On the line where now appears my name there should be placed the name of the debtor corporation - the second line is no doubt correctly filled in, but the main object of my previous letter was to obtain the amount of the interest to be covered by this certificate, this amount you do not supply.

Kindly fill in the enclosed blank in accordance with the above and return it to me promptly so that I may sign and send it to you without further delay.

Yours truly,

Henry W. Putnam

H.W.P./L.

Ly Lenman

2 Enclosures.

No. 1, 410 South Spring
Main 5490
No. 2, 116 West Third
Main 5491
No. 3, 646 South Spring
Main 5487
No. 5, 356 South Hill
Main 5494
No. 6, 536 South Spring
Main 5492
No. 7, 710-12 South Hill
Main 5486
No. 8, 824 South Broadway
Main 5495
No. 9, 530 South Spring
Main 5419
Bakery, 248 Werden Place
Main 5489

....The....

# Globe Dairy Lunch Company

MAIN OFFICE 646 SOUTH SPRING ST.

LOS ANGELES, CAL.,

May
Seventeenth
1917

Mr.Albert H.T.Banzhaf,
Pres.Wark Producing Corp.,
New York.

Dear Sir:

Am enclosing signed exemption claim and also request that you change my address to 646 So Spring St.and oblige.

Yours Very Truly,

Maude Wimpenny

# THE GOODSELL MANUFACTURING CO.

WHOLESALERS

DOORS, MOULDINGS, BLINDS
GLAZED SASH

TOLEDO, OHIO,

May 17, 17.

Albert H. T. Banzhaf,

Cousellor at Law,

New York.

Dear Sir:

Pleased find Exemption Certificates as per your request.

Possibly these are not filled out as they should be and if they are not please send me duplicates with one marked in pencil showing how they should be filled out and I will return at once.

Further Mrs. Goodsell received hers but it has disappeared and it has been impossible to find same, so please send us blanks and if the ones that I am returning to you today are filled out properly will fill out others in same way. Very sorry to make you this trouble.

Enclosed find stamped envelope.

~~Very truly yours,~~

J J Goodsell

# CHAS. E. RIESS & CO., INC.

1741 BROADWAY AT FIFTY-SIXTH STREET

NEW YORK, N. Y. May 17th 1917.

SHIPPED Mrs. M. R. Gish,
305 W. 98th St.,
VIA New York City.

PHONE, 1616-7-8 CIRCLE
SERVICE DEPT. 226 W. 56TH ST.

| | |
|---|---|
| 1 Model NQ 5 pass. Hupmobile Sedan # | 1735.00 |
| Freight | 50.00 |
| 1 set Tapestry seat covers - as selected | 50.00 |
| 1 set Wire wheels | 125.00 |
| | 1960.00 |
| 1 set License plates | 5.00 |
| | 1965.00 |
| Less Deposit | 1010.50 |
| | ~~955.00~~ |
| | 943.50 |
| Less ck. 7/19 | 925.50 |
| | 18.00 |

1785

27.00

OUR TERMS STRICTLY NET CASH

D. W. G. Corp

# CHAS. E. RIESS & CO., INC.

1741 BROADWAY AT FIFTY-SIXTH STREET

NEW YORK, N. Y. May 17th 1917.

SHIPPED Mrs. M. R. Gish,
305 W. 98th St.,
VIA New York City.

PHONE, 1616-7-8 CIRCLE
SERVICE DEPT. 226 W. 56TH ST.

| | |
|---|---|
| 1 Model NQ 5 pass. Hupmobile Sedan # | 1735.00 |
| Freight | 50.00 |
| 1 set Tapestry seat covers - as selected | 50.00 |
| 1 set Wire wheels | 125.00 |
| | 1960.00 |
| 1 set License plates | 5.00 |
| | 1965.00 |
| Less Deposit | 1010.50 |
| | ~~955.00~~ |
| | 943.50 |

Check # 13

OUR TERMS STRICTLY NET CASH

Hupmobile

The Mark of Superior Motor Car Service

Telephone: Circle 1616

**Chas. E. Riess & Co. Inc.**

Automobile Manufacturers and Distributors

1741 Broadway at 56th Street

NEW YORK

May 18, 1917.

Mr. Albert H. T. Bonzhaf,

2 Rector St.,

New York.

Dear Sir:

Comfirming to our telephone conversation , I am inclosing herewith a duplicate bill of Mrs. M. R. Gish for Hupmobile Sedan, which we expect to deliver to Mr. Dorthy Gish either Saturday or Monday.

It is in accordance with the letter received from Mrs. Gish, on the date of May 13.

Trusting you will find them in order, we are

Yours truly,

Charles E. Riess & Co., Inc.

J. E. Drennan

Sales Manager.

V

May 18th 1917

Mr. Henry W. Putnam,
108 Chambers Street,
New York City.

Dear Sir:

I enclose herewith ownershi certificate -exemption not claimed- filled out, which kindly sign and return to me.

Very truly yours,

WARK PRODUCING CORPORATION

By

President

AHTB/R

Enc.

May 18th 1917

Mr. Benjamin Block,
74 Broadway,
New York City.

Dear Sir:

Replying to your favor of the 14th inst. regarding certificate of investment and share of stock, both of the Wark Producing Corporation, formerly owned by Mr. Carl Levis, beg to advise that from an examination of the books of the Title Guarantee & Trust Co., who are the Registrars for the certificates of indebtedness, it does not appear that Mr. Levis has transferred any certificate of indebtedness to you. Our stock certiciate book, however, shows that his certificate of stock #46 for one share was transferred to you and new certificate #75 was duly issued and delivered to you in place thereof.

If you will send the original certificate of indebtedness to me with a proper assignment, as per the enclosed form, I will see to it that the same is transferred on the books of the Title Guarantee & Trust Co., or if you desire to do the same yourself, kindly advise me of the transfer so that I may make a note of it on our files.

Very truly yours,
WARK PRODUCING CORPORATION
President

B:R

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

B.B.--#2 (5/18/17)

P.S.--I enclose herewith letter under date of May 14th 1917, signed by Mr. Carl Lewis and addressed to you assigning certificate of indebtedness and stock of the Wark Producing Corporation to you.

A.H.TB.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Work

May 19th 1917

Mr. T. J. Goodsell,
c/o Goodsell Mfg. Co.,
Toledo, Ohio.

Dear Sir:

I am in receipt of your favor of the 17th inst., together with your ownership certificates -exemption claimed, and the same are filled out correctly.

I am enclosing herewith two additional blanks, one of which is for Mrs. Goodsell to sign, after which kindly return to me.

Thanking you for your attention to this matter, I am

Very truly yours,

R

Encs

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

David W Griffith Corp

May 21st 1917

Mr. Cubbage, President,
Missouri Valley Film Co.,
104 North 12th St.,
Lincoln, Nebraska.

Dear Sir:

Your letter addressed to the Western Import Co., relative to the feature "Avenging Conscience" has been turned over to me as attorney for and Treasurer of the David W. Griffith Corporation for reply.

I beg to advise that the David W. Griffith Corporation is the owner of the negative of "Avenging Conscience" and I am not aware that the rights for the State of Nebraska to exhibit this picture have been purchased by you or anyone else. Will you therefore at once give me the source of your alleged ownership to the right to exhibit this picture in Nebraska, upon receipt of which information we can advise you more fully about the paper for this feature.

Very truly yours,

AHTB/R

May 21st 1917

E-L-K Film Co.,
5 S. Wabash Ave.,
Chicago, Ill.

Gentlemen:

We are in receipt of your favor of the 10th inst., together with check for $3.75 in payment of 25-3 Sheets on "Avenging Conscience".

The bill to you for these sheets in the amount of $8.25 was an error, the 15-6 Sheets in stock having been included therein.

Thanking youfor calling this matter to our attention, we remain

Very truly yours,

DAVID W. GRIFFITH CORPORATION

R

May 21st 1917

Traveller's Insurance Co.,

Hartford, Conn.

Gentlemen:

I wrote you some time ago regarding the policy held by the F-4 Corporation on the life of Mr. David W. Griffith for $150,000.

Will you kindly send to my office a duplicate of the premium thereon which is due next June? The Corporation's address is at present 1476 Broadway, New York City.

Very truly yours,

AHTB/R

# PASADENA STAR-NEWS

CHARLES H. PRISK,
Editor and Manager

J. H. PRYOR
LON F. CHAPIN } Associate Editors and Managers

PASADENA, CAL. May 22nd 1917

Albert H. T. Banzhaf,
2 Rector St.,
NEW YORK CITY.

Dear Sir: - -

In compliance with your letter of the 19th inst., I am enclosing herewith certificate of indebtedness of the Work Producing Corporation, duly signed.

Very truly yours,

Chas. H. Prisk

RICHARD DOUGHERTY, PRESIDENT
GEO. W. GRANSTROM, VICE PRESIDENT
H. C. KEMP, TREASURER

N. W. TELEPHONE
NICOLLET 5484

ADDRESS ALL CORRESPONDENCE TO CORPORATION AND REFER TO

# WESTCOTT FILM CORPORATION

E. A. WESTCOTT, SECRETARY AND GENERAL MANAGER

FILM EXCHANGE BLDG., 18 NO. FOURTH ST.

MINNEAPOLIS, MINN.

May 23rd
1 9 1 7

Mr. A. H. Banzhof,
% Wark Producing Co.,
Long Acre Bldg.,
New York, N. Y.

Dear Sir:

We are enclosing herewith copy of resolution passed by the Board of Directors of the Westcott Film Corporation at their regular meeting on May 11 1917.

Yours very truly,

WESTCOTT FILM CORPORATION

Harl Kemp

Sec'y & Gen'l Manager

JEK:I

#:#:#:#:#:#:#:#:#:#:#:#:#:#:#

WARK PRODUCING CORPORATION

-and-

ERNST MATTSON and JOHN OLSEN
co-partners doing business
as

JOHN OLSEN & COMPANY

#:#:#:#:#:#:#:#:#:#:#:#:#:#:#:

C O N T R A C T

#:#:#:#:#:#:#:#:#:#:#:#:#:

Wrote Olsen Co. Aug 15 re exploitation 1923 Prints destroyed

May 23/1923

74

AGREEMENT made this ~~19th~~ 23rd day of May 1917 between WARK PRODUCING CORPORATION, a corporation organized under the laws of the State of New York, hereinafter referred to as the "Wark Company" of the first part, and ERNST MATTSON, of 9-15 Oxford St., London, W. England and JOHN OLSEN of Vester Boulevard, 46, Copenhagen of the Kingdom of Denmark, co-partners, doing business under the firm name and style of JOHN OLSEN & COMPANY, hereinafter referred to as the "lessees" of the second part.

1. Wark Company is the owner of the copyrighted motion picture photoplay entitled "INTOLERANCE".

2. Wark Company hereby leases to the lessees one (1) new print of said photoplay for the term of six years from the date hereof, for exhibition and exploitation in the territory hereinafter specified for an initial rental in the sum of Ten Thousand ($10,000.00) Dollars to be paid concurrently with the execution and delivery of this contract, receipt whereof is hereby acknowledged.

Wark Company hereby leases to the lessees the said print, together with all the Wark Company's rights to exhibit and exploit and deal in and with the said photoplay in the said territory during the said period.

3. The territory hereinbefore referred to within which said photoplay and print may be exhibited and exploited is as follows: Norway, Sweden, Denmark and Finland.

4. Wark Company agrees with the lessees that during the term of this lease neither the Wark Company nor its servants or agents shall exhibit or exploit said photoplay or any part thereof, or cause it or any part thereof, to be exhibited or exploited within the territory aforesaid, and further agrees that it has not given, nor will it give any person, firm, association or corporation any right, license or privilege to sell,

exhibit, exploit or otherwise deal in and with the said photoplay within the said territory, during the term of this lease.

5. The lessees agree that they will not copy or duplicate said photoplay or any part thereof, or cause or permit the same to be copied or duplicated, and that they will not exhibit or exploit the said photoplay or cause or permit the same to be exhibited or exploited in any other territory than the aforesaid territory, and that they will not exhibit or exploit any prints of said photoplay other than those hired hereunder within the said territory, and that upon violation of this or any other provisions of this contract by the lessees the lease of the said photoplay shall terminate and expire and Wark Company shall be entitled to immediate possession of said photoplay and all copies and prints of the same and shall have the right to recover possession of the same or any of them with or without legal process wherever found.

6. The failure to exercise any right granted to Wark Company hereby for any breach of any provision hereof shall not be a waiver of the right to exercise it for the same or any other breach at any time thereafter.

7. The lessees further agree that within ten days after the execution of this agreement, they will deliver to the Wark Company a bond of the National Surety Company, or some other surety company acceptable to the Wark Company, for the payment of the sum of Five Thousand ($5,000.) Dollars, conditioned upon their faithful performance of this agreement.

8. Neither this agreement nor any rights arising therefrom shall be assigned or transferred in whole or in part by the lessees without the written consent of the Wark Company.

9. This instrument embodies the whole agreement of the parties. No representations, warranties, covenants or promises made by any representative or agent of the Wark Company

or by any other person, shall be binding or be considered a part of any agreement between the Wark Company and the lessees, unless herein expressly contained, and no variation or modification of this agreement shall be made except in writing signed on the part of the Wark Company by its President, who it is mutually agreed is the only person authorized to sign the same on behalf of the Wark Company.

10. Posters and advertising matter shall at all times during the life of this agreement be sold by the Wark Company to the lessees at cost thereof to Wark Company, if Wark Company has same on hand, but the lessees shall not be under any obligation at any time to purchase their posters and advertising matter from Wark Company.

11. The loss of the use of any prints hired hereunder during any period, not due to any fault on the part of the Wark Company, shall not entitle the lessees to the return of the whole or any part of the initial rental paid hereunder, but in the event of the total or partial destruction of any such print, or in the event that the lessees desire additional prints of said photoplay, the Wark Company will furnish the lessees with a duplicate print of the portions destroyed or damaged or with additional prints, upon payment by the lessees to the Wark Company in advance of an additional specific rental figured at the rate of eight cents (8¢) per foot for each additional foot of new film so furnished, and of five cents (5¢) per foot for each additional foot of used or old film so furnished. The Wark Company shall not, however, be obligated to furnish such additional prints if prevented by fire, strikes, accidents, acts of a public enemy or by other causes beyond its control, nor shall Wark Company be obligated to furnish used prints unless such used prints be on hand. All additional prints whether new or used, shall be held by the lessees subject to all the terms, covenants, conditions and agree-

ments herein contained with respect to the print first leased hereunder as though originally included herein specifically.

12. The lessees further agree that they will in no event permit the exhibition or projection of a defective print of said photoplay.

13. Upon the expiration of this agreement, either by limitation, expiration or cancellation, the lessees agree to return to the Wark Company all the prints, including additional prints, if any, of said motion picture photoplay received by them hereunder.

14. The Wark Company agrees that in the event of any other person, firm or corporation exhibiting or attempting to exhibit said photoplay within the territory aforesaid in violation of the rights of the lessees, Wark Company will give the said lessees full power in the name of the Wark Company, but at the lessees' own cost and expense, to take any proceedings at law or otherwise to stop or prevent said unlawful exhibition, and including subrogation to all rights under any bond or contract of indemnity that Wark Company may hold of said person, firm or corporation wrongfully exhibiting said photoplay in said territory.

15. This contract, and all of its provisions, shall be construed according to the laws of the State of New York.

16. Each, and all of the parties hereto, will execute any further instruments necessary to carry this agreement into effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers and their corporate seals to be hereunto affixed the day and year first above written.

WARK PRODUCING CORPORATION

In the Presence of:

By Albert H. Banzhaf

J. J. McCarthy

John Lucciolo

by John Lucciolo

Treasurer

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Pasadena Calif.
May 24 . 17.

Mr A. H. G. Banghof
New York N.Y.

Dear M Banghof

Enclosed you will find the Ownership Certificates on my # 4. and Mark Produc. Corporation stock together with Mr C E Morrison acting under the advise of my banker & have waived exemption owing to not being familiar with the other course I would haf to take to comply with the law.
Trusting this will meet with your approval although contrary to your advise I wish to thank you in advance for your kindness in looking after this matter for me

and beg to Remain very truly yours

Lewis J Hampton
1080 Y Marengo Av
Pasadena Calif.

# The Travelers Insurance Company

L. F. Butler, President

LIFE DEPARTMENT

J. STANLEY SCOTT, SECRETARY
FRANK H. LANDON, JR., ASST. SECRETARY
EDWARD B. MORRIS, ACTUARY
EARL D. CHURCH, SUPERINTENDENT
POLICY LOAN DIVISION

Hartford, Conn. May 24th, 1917

7f. 4.

Mr. Albert H.T.Banzhaf,
Counsellor At Law,
#2 Rector Street,
New York, N.Y.

Dear Sir:-

Re:-361365-David M. Griffith

Your favor of May 21st, received.

In connection therewith would refer you to our letter of May 2nd. We also wish to advise that a duplicate notice of the premium due June 6th, on this risk,has been forwarded to F-4Corp. 1476 Broadway, New York, N. Y., If you do not receive same within the next few days, kindly advise us and we will forward a duplicate of the same to you.

Very truly yours,

GOJ/A

Chief Clerk.

# CHAS. E. RIESS & CO., INC.

Hupmobile
Car of the American Family

1741 BROADWAY AT FIFTY-SIXTH STREET

NEW YORK, N. Y.

May 25, 1917.

NAME Mr. Gish

ADDRESS 305 West 98th St. City

CUST. ORDER NO.

PHONE, 1616-7-8 CIRCLE
SERVICE DEPT. 226 W. 56TH ST.

| | | |
|---|---|---|
| 1 | 34 x 4 Shoe and Tube mounted (Goodyear) | 38.50 |

# CHAS. E. RIESS & CO., INC.

Hupmobile
Car of the American Family

1741 BROADWAY AT FIFTY-SIXTH STREET

NEW YORK, N. Y.

NAME Mrs. M. R. Gish

ADDRESS City.

CUST. ORDER NO.

PHONE, 1616-7-8 CIRCLE
SERVICE DEPT. 226 W. 56TH ST.

| | |
|---|---|
| Insurance premium on car. | 156.96 |

Haynes Car of the American Family

# CHAS. E. RIESS & CO., INC.

1741 BROADWAY AT FIFTY-SIXTH STREET

NEW YORK, N. Y. May 28th 1917.

SHIPPED Mrs. M. R. Gish,
VIA 305 W. 98th Str.
New York City.N.Y.

PHONE, 1616-7-8 CIRCLE
SERVICE DEPT. 226 W. 56TH ST.

| | |
|---|---|
| 1 34 x 4 Non skid shoe | 27.00 |
| attached on loan car | |

CHAS. E. RIESS & CO. INC.
PAID
OCT 29 1917

OUR TERMS STRICTLY NET CASH

Ranchele

May 29th 1917

Mr. John Riehl,
West Jefferson Street,
Louisville, Kentucky.

Dear Sir:

I enclose herewith deed of the Louisville property, signed by Albert Griffith, conveying said property to the Davis's under date of April 27th 1917, which has been duly acknowledged before the Consul General of the United States.

I also enclose herewith direction signed by Mr. David W. Griffith and Mr. Albert Griffith to pay the proceeds of the sale of said property to Mrs. Ruth Houghton.

Will you kindly acknowledge receipt of these two instruments, and oblige

Very truly yours,

AHTB/R

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

DATED the 30th day of MAY 1917

WARK PRODUCING CORPORATION

----and-----

EMILE WERTHEIMER Esquire

Copy

A G R E E M E N T

as to "INTOLERANCE" for British Islands other than 7 miles round Charing Cross.

Denton Hall Burgin
3 Grays Inn Place
W.C.,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

May 19 Aug 5/23
Write Walker re Extension

74

Stamp
10/-

A N  A G R E E M E N T made the thirtieth day of May One thousand nine hundred and seventeen B E T W E E N THE WARK PRODUCING CORPORATION of Long Acre Buildings New York of the U.S.A. by WILLIAM ELLIOT BURLOCK of 10, Ebury Street Saint James in the County of London their Agent hereinafter called the Corporation of the one part and EMILE WERTHEIMER of 44 Avenue Mansions Finchley Road in the County of London hereinafter called the Hirer of the other part SUPPLEMENTAL to an agreement between the same parties dated the tenth day of May One thousand nine hundred and seventeen hereinafter called the principal agreement W H E R E B Y the Corporation amongst other things granted to the hirer the sole and exclusive right to use produce and sub-license the cinematograph film or picture play called "INTOLERANCE" and the copyright therein for a period of six years from the date thereof in certain towns and a radius of twenty miles around each AND WHEREBY the Corporation also granted to the Hirer the option to be exercised by notice to the said William Elliot Burlock within ninety days from the date thereof of acquiring the exclusive right to use and produce the said film in all other towns and parts of the United Kingdom and the Isle of Man except the district comprised within a radius of seven miles from Charing Cross London on payment of a further sum of Ten thousand pounds as therein provided W H E R E A S the Hirer has given notice to the said William Elliot Burlock of his intention in accordance with the principal agreement of exercising the option thereby granted AND WHEREAS the Corporation has agreed to vary the consideration for the exercise of the said option AND WHEREAS the Corporation

has agreed to grant to the Hirer the exclusive right to use and produce the said film " Intolerance" in all towns and parts of the British Islands except the district comprised within a radius of seven miles from Charing Cross in consideration of the sum of Nine thousand pounds payable as in this Agreement mentioned NOW IT IS HEREBY AGREED by and between the parties hereto as follows:-

1. THE Corporation as beneficial owners hereby grant to the Hirer the sole and exclusive right to use produce and sub-license the said film "Intolerance" for a period of six years from the date hereof in all towns and parts of the British Islands other than the Districts comprised in the Principal agreement and other than the district comprised within a radius of seven miles from Charing Cross London.

2. THE consideration for this Agreement shall be the sum of Nine thousand pounds payable in manner following: On August tenth One thousand nine hundred and seventeen Two thousand five hundred pounds; On September Tenth Two thousand five hundred pounds; On October tenth Two Thousand five hundred pounds: On November tenth One thousand five hundred pounds

3. THE terms and conditions of the said License shall be similar in all respects to those set out in detail in the principal agreement in the same manner as if all the relevant clauses had been incorporated in this Agreement

4. FOR the considerations aforesaid the Corporation hereby ratifies and confirms the principal Agreement

I N W I T N E S S whereof the parties have hereunto

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

set their hands and seals the day and year first above written.

| | |
|---|---|
| SIGNED SEALED and DELIVERED<br>by the above named<br>William Elliot Burlock<br>in the presence of | WILLIAM ELLIOT BURLOCK |

Harry Wilson
Solicitor
2 Broad Court Chambers
Covent Garden W.C.,

New York, May 31st 1917.

D.W.Griffith (Assigned D.W.G.Corporation)

In Account with

Epoch Producing Corporation

| | | |
|---|---|---|
| Net earnings month of May,1917, as per treasurer's report, | | $60,809.24 |
| D.W.Griffith's share 37½% (Assigned) | | $22,803.46 |
| D.W.G. Corporation, | 60% | $13,682.08 |
| R.E.Aitken | 40% | $9,121.38 |

# TREASURER'S REPORT FOR MAY, 1917.

## EPOCH PRODUCING CORPORATION.

| | | | |
|---|---|---|---|
| Income Co. "A" | | 14,352.67 | |
| B | | 12,478.20 | |
| C | | 13,085.00 | |
| D | | 19,771.61 | |
| E | | 12,763.67 | |
| F | | 12,290.92 | |
| G | | 21,787.85 | |
| H | | 9,417.21 | 115,947.13 |
| English Co.#1 | | 5,960.78 | |
| " #1 office expense | | 763.20 | |
| " #2 | | 2,144.37 | |
| " #2 " " | | 381.60 | |
| " #3 | | 1,276.77 | |
| " #3 " " | | 95.40 | 10,622.12 |
| Australian Co.#1 | | 2,011.63 | |
| " " #2 | | 1,742.32 | 3,753.95 |
| Rights: New England | 18.00 | | |
| Scandinanvian | 10000.00 | | |
| Western | 1905.61 | | 11,923.61 |
| Production supplies | | | 173.56 |
| W.E.Burlock,Mgr. Eng. Cos. | | | 1,149.20 |
| A.L. Grey, Mgr, Aust. office expense | | | 77.66 |
| Triangle Film Corp. | | | 7.50 |
| | | | 143,654.73 |

| | | | |
|---|---|---|---|
| Expense, General | 5,961.03 | | |
| Co. A | 8,588.62 | | |
| B | 8,096.20 | | |
| C | 7,124.47 | | |
| D | 10,285.47 | | |
| E | 8,864.30 | | |
| F | 9,602.90 | | |
| G | 8,413.40 | | |
| H | 3,349.31 | 70,285.70 | |
| Eng.Co.#1 | 5,798.27 | | |
| " " #2 | 2,333.60 | | |
| " " #3 | 596.31 | 8,728.18 | |
| Aust. Co. #1 | 1,204.72 | | |
| " " #2 | 1,079.35 | 2,284.07 | |
| A.L.Grey, Mgr. Aust.Cos. | | 1,547.54 | |
| | | 82,845.49 | 143,654.73 |
| | | mExpenses, | 82,845.49 |
| Net Earnings, May,1917, | | | $60,809.24 |

AWBcp

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

May 31st 1917

Mr. David W. Griffith,

-To-

ALBERT H. T. BANZHAF, DR.

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

| | |
|---|---|
| To retainer for months of March, April and May 1917 | $450.00 |
| To disbursementsin re passports of Mrs. Gish, Dorothy Gish, Lillian Gish, G. W. Bitzer and Robert E. Harron (telegrams, long distance phones, notary fees, attache British Consul) | 29.65 |
| | $479.65 |

Check 79

Received payment, Albert H T Banzhaf
May 31/17

DATED the 31st day of May 1917.

WARK PRODUCING CORPORATION

— and —

Signor DOMENICO CAZZULINO.

Copy

A G R E E M E N T

— as to —

Film "INTOLERANCE."

Italy

HARRY WILSON,
2, Broad Court Chambers,
Covent Garden,
W.C.

A N  A G R E E M E N T made the Thirty first day of May One thousand nine hundred and seventeen B E T W E E N THE WARK PRODUCING CORPORATION of Long Acre New York of the United States of America by WILLIAM ELLIOT BURLOCK of 10, Bury Street St. James' in the County of London their Agent (hereinafter called the Corporation) of the one part and SIGNOR DOMENICO CAZZULINO Proprietor of Teatro Films Via Roma 20 Turin Italy temporarily residing at The Tavistock Hotel Tavistock Square in the County of London (hereinafter called the Hirer) of the other part

W H E R E A S the Corporation are the Owners of a Cinematograph film or picture play called "Intolerance" AND WHEREAS the said William Elliot Burlock is the duly authorised Agent and Attorney of the Corporation in the United Kingdom AND WHEREAS the Corporation has agreed to grant to the Hire the sole and exclusive license to use and grant sublicenses of such film in the Kingdom of Italy and her Colonies Malta and the Italian Provinces still under the Austrian Rule (hereinafter referred to as the Territory)

NOW IT IS HEREBY AGREED as follows :-

1. THE Corporation shall grant to the Hirer the sole and exclusive right to use produce and sublicense the said film for a period of six years from the date hereof throughout the said Territory as is hereinafter provided.

2. THE consideration for this Agreement shall be the sum of £4,750 payable as follows :- £250 on the signing of this Agreement £1,500 on the delivery in London to the

Hirer of a print of the above mentioned picture (one copy with English Titles) not later than the Twenty eighth day of June One thousand nine hundred and seventeen; One thousand pounds on the Twenty eighth day of August One thousand nine hundred and seventeen; One thousand pounds on the twenty eighth day of October One thousand nine hundred and seventeen; and One thousand pounds on the Twenty eighth day of December One thousand nine hundred and seventeen. In consideration of such payment the Hirer shall have the exclusive right of exhibition of the said picture in the said Territory for the period of six years from the date of delivery of the first prints of the film. The Corporation agrees to supply the Hirer with one complete score of music as played in connection with the showing of the Picture at the Theatre Royal Drury Lane London and also one sample of all advertising matter. The Hirer agrees to do everything possible to have the film passed and approved by the Italian Censor. Should it however be rejected or refused by him the Corporation agrees to refund to the Hirer the sums paid to the Corporation less Five hundred pounds.

3. THE Corporation shall within twenty eight days from the date hereof and subject to the safe arrival thereof in this country deliver to the Hirer free of all duties one absolutely new copy of the said film in first rate order and condition for showing and shall supply during the period for which the license in the film is granted in this agreement such further copies as may be reasonably required by the Hirer for the purposes of this Agreement.

SUCH further copies to be new copies in first rate condition for showing and printed upon Eastman's stock, copies to be invoiced to the Hirer and to be paid for by him at the rate of £100 each "F.O.B." in New York U.S.A. without Titles.

4. AT the expiration or termination of the agreement the Hirer will at once return the said films to the Corporat--ion.

5. ALL newspaper advertisements and posters issued by the Hirer in connection with the said film shall contain the name of D. W. Griffith as Producer thereof the said name to be printed as prominently as the largest type in such advertisement or poster.

6. NOTHING in this Agreement shall constitute a part--nership between the Corporation and the Hirer or the said William Elliot Burlock and the Hirer or any of them.

7. THE Corporation shall not be responsible for any accident loss or damage in any place hall or theatre where the said production takes place and neither of the parties shall be liable in damage to the other in the event of such hall or theatre being closed or the production of the said film being prevented in consequence of fire accident strikes epidemic order of the Public or Competent Authorities National mourning tempest aircraft (hostile or otherwise) shots shells bombs or missiles from or used against aircraft warlike operations acts of the King's enemies explosions flood or calamity of any kind or other inevitable accident.

8. THIS Agreement does not assign to or confer upon the Hirer any performing or producing rights or interest in the copyright of the said film except the limited right of production herein mentioned. The Corporation agrees not to produce or to grant license for the production of the said film within any part of the aforesaid territory during the said period and will do all such acts and things as may be necessary to vest in the Hirer the sole and exclusive right to use and produce the said Film therein and to secure to him the full benefit of this agreement.

9. THE Hirer undertakes that he will not allow or cause to be made any duplicate copies of the said film or any part thereof nor allow or suffer the said film to be shewn in any district or territory whatever except as mentioned in this Agreement. And in the event of any breach in this Clause the Hirer undertakes at his own cost to forthwith commence and prosecute such criminal or other proceedings as the Corporation may require to deal with any such breach and further the Hirer agrees that is it should be proved to the satisfaction of the Corporation that any such breach was occasioned by or connived at personally by the Hirer his Agents or employees then and in such event the License hereby granted shall ipso facto determine without prejudice to the right of the Corporation to damages for any breach in this Agreement.

10. THIS Agreement shall bind the Corporation its successors and assigns on the one side and the Hirer his executors administrators and assigns on the other.

11. THIS Agreement is to be construed and take effect as a contract made in England and in accordance with the Law of England and the parties hereto hereby submit to the jurisdiction of the High Court of Justice in England in addition to any right they or either of them may have under the Laws of Italy.

12. IN the event of any breach by the Hirer of any of the terms or conditions of this agreement or in the event of any monies payable under it by the Hirer being in arrear for ten days then the agreement shall cease and determine and all sums already paid by the Hirer shall forthwith be forfeited by the Hirer to the Corporation without preju--dice to any claim the Corporation may have by way of damages against the Hirer and any film or films in the possession of the Hirer or his Agent shall at once be returned to the Corporation.

I N W I T N E S S whereof the parties have here--unto set their hands and seals the day and year first above written.

| | |
|---|---|
| SIGNED SEALED and DELIVERED by the above named Domenico Cazzulino in the presence of :- | DOMENICO CAZZULINO (L.S.) |

C. J. Lonada,
166, Wardour Street. W.

RENTING A SPECIALTY

HOME PHONE CITY 2281

Rush.

# JOHN RIEHL

## REAL ESTATE IN ALL ITS BRANCHES

504 WEST JEFFERSON STREET

SECOND FLOOR

LOUISVILLE, KY. May 31,1917

Mr. Albert T. Bansbof
# 2 Rector Street,
New York, N. Y.

Dear Sir:-

I received this day the deed to the property located at 2918 Portland Avenue, Louisville, signed and acknowledged by Mr. Albert Griffith, which is correct.

You will find inclosed a receipt for the said deed, also for the direction, which Mr. Albert and Mr. Dave Griffith had signed.

Now as soon as the deed is received that Mr. Dave Griffith has acknowledged before a Notary Public, we will be ready to settle this matter up.

As soon as Mr. Dave Griffith arrives, please have him sign and acknowledge same and forward same to me.

Yours very respectfully,

John Riehl

JR-EHG

RENTING A SPECIALTY

HOME PHONE CITY 2281

# JOHN RIEHL

## REAL ESTATE IN ALL ITS BRANCHES

504 WEST JEFFERSON STREET

*SECOND FLOOR*

LOUISVILLE, KY. May 31,1917

Received of Mr. Albert T. Banshof, deed to property located at 2918 Portland Avenue, Louisville, signed by Mr. Albert Griffith.

Also a direction, signed by Mr. Albert and Mr. Dave Griffith.

John Riehl

Form 1-647A. **NOTICE OF ASSESSMENT AND RECEIPT—CORPORATION INCOME TAX.**

**UNITED STATES INTERNAL REVENUE.**

COLLECTOR'S OFFICE 5th, DISTRICT OF New Jersey

AT Newark DATE MAY 31 1917

List 23A 1917 (Year.); Apr (Month.); 7 (Folio.); 15 (Line.)

For period ended 1916

Notice is hereby given that there has been assessed against you the amount set opposite as a tax on corporation net income. This tax is due and payable to me on or before the due date given below.

Due date, June 15, 1917. Charles V. Duffy

*Collector of Internal Revenue.*

TAXES, PENALTIES, ETC.

| | |
|---|---|
| Amount of tax | $ 344.46 |
| 50 per cent penalty | |
| 100 per cent penalty | |
| Total | $344.46 |

Received payment, JUN 4 1917

CHARLES V. DUFFY

*Collector of Internal Revenue.*

ONLY CERTIFIED CHECKS ACCEPTED

D. W. G. Corp.
c/o A. H. Banzhof,
2 Rector St.,
New York.

Check 217

**This notice with attached copies must be presented at the time payment is tendered, as when properly stamped "paid" by the collector it becomes a receipt for taxes.**

KNOW ALL MEN BY THESE PRESENTS that WARK PRODUCING CORPORATION, a corporation organized and existing under the Laws of the State of New York, United States of America, has made, constituted and appointed and by these presents does make, constitute and appoint WILLIAM E. BURLOCK of New York City, now temporarily sojourning in London, England, its true and lawful attorney for the following purposes:

1. To transact any and all of its business and affairs of any and every character in all countries in the European Continent, and the African Continent.

2. Without derogating in any wise from the general power above conferred, to have the following specific powers:

a. To make contracts of any character, in behalf of said Wark Producing Corporation and to alter contracts heretofore made;

b. To hire premises for use for business purposes or for the exhibition of motion picture films;

c. To receive and collect moneys on behalf of Wark Producing Corporation and to deposit the same in one or more accounts of deposit with banks or banking institutions or bankers, and to withdraw the same.

3. To appoint one or more substitutes to exercise any or all the powers herein conferred upon said Burlock and to revoke such substitutions.

Wark Producing Corporation hereby ratifies and confirms any and allacts done or performed pursuant hereto by said attorney.

IN WITNESS WHEREOF Wark Producing Corporation has caused these presents to be signed by its President and its corporate seal to be hereunto affixed, the day of May 1917.

WARK PRODUCING CORPORATION

By_____
President

CITY, COUNTY AND )
: ss.
STATE OF NEW YORK. )

On this day of May 1917 before me personally came ALBERT H. T. BANZHAF to me known, and who being by me duly sworn, did depose and say that he resides in the City of New York and is the President of the Wark Producing Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Hupmobile
Car of the American Family

# CHAS. E. RIESS & CO., INC.

1741 BROADWAY AT FIFTY-SIXTH STREET

NEW YORK, N. Y.

June 1st 1917,

SHIPPED M. R. Gish,
VIA 305 W. 98th St,
City.

PHONE, 1616-7-8 CIRCLE
SERVICE DEPT. 226 W. 56TH ST.

| | | | |
|---|---|---|---|
| 1 | Flag holder | .45 | |
| 2 | Flags | .50 | .95 |

PER TIMES SQUARE AUTO SUPPLY CO INC.,

18311

May 18th 1917.

OUR TERMS STRICTLY NET CASH

---

Form 1-647B. **NOTICE OF ASSESSMENT AND RECEIPT—INDIVIDUAL INCOME TAX.** 4021

UNITED STATES INTERNAL REVENUE.

COLLECTOR'S OFFICE 6; DISTRICT OF Calif.

AT Los Angeles DATE 6-1-17

Notice is hereby given that an assessment has been made against you in the amount set opposite as tax on net income as shown on your return, which tax is due and payable to me on or before June 15, next.

John P Carter
*Collector of Internal Revenue.*

Form 23B 1917; Apr. 2; 24
(Year) (Month.) (Folio.) (Line.)

Ind Inc.
(Individual, withholding agent, or fiduciary.)

For period ended Dec. 31 1916

TAXES, PENALTIES, ETC.

| | |
|---|---|
| Normal tax | $ 3065.62 |
| Additional tax | 5974.87 |
| 50 per cent penalty | |
| 100 per cent penalty | |
| Total | 9040.49 |

Received payment, JUN 12 1917

John P Carter
*Collector of Internal Revenue.*

D. W. Griffith
2 Rector St, New York City

**This notice with attached copies must be presented at the time payment is tendered, as when properly stamped "paid" by the collector it becomes a receipt for taxes.**

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

D. W. G. Co

June 4th 1917

Miss Mazie Radford

Dear Miss Radford: (Delivered)

I hand you herewith my check for $800. drawn to your order as per request of Mr. G. W. Bitzer before sailing.

This sum has been charged to the account of Mr. Griffith's indebtedness to Mr. Bitzer.

Will you kindly acknowledge receipt thereof, and oblige

Very truly yours,

AHTB/R
Enc.

RECEIVED this 4 day of June 1917 check above mentioned.

Mazie Radford

D. W. G. Co

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

June 4th 1917

Mrs. A. Bitzer,
1182 Clay Avenue,
Bronx, New York City.

Dear Madam:

I enclose herewith my check to your order for $200, this being in compliance with request of your brother, Mr. G. W. Bitzer, on account of moneys due him from Mr. Griffith.

Will you kindly acknowledge receipt of the same, and oblige

Very truly yours,

AHTB/R

Enc.

June 5. 1917.

D. W. G. Co

Mr. Banzhaf;
2 Rector St.
N. Y. City. - Dear Sir:

Received your check for $200. for which I thank you; Will you kindly inform me; if you hear anything of my brother's arrival in Liverpool. Will appreciate

your kindness:

Sincerely:
A. M. Bitzer
1182 Clay Ave.
N. Y. City

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. Corp

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Room 807 Longacre Bldg., New York, June 5th 1917.

Mr. A.H.T.Banzhaf,
New York City.

My dear Mr. Banzhaf:-

Pursuant to our conversation today the following items have been charged against the David W.Griffith Corporation:

| | | |
|---|---|---|
| Oct. 2nd, | Advanced to Mr.Siegman | $150. |
| 2nd | Pa.R.R.Co. Acct. Mr.Siegman | 98.32 |
| 9th | Advanced to G.W.Bitzer | 100. |
| March 23rd, | Cash to D.W.G. Co | 1500. |
| May 31st | Cash " " " " | 1000. |
| June 5th | Acct. Mr.Griffith's Federal Income Tax in Calif. | 7958.34 |

This leaves a balance due to the David W.Griffith Corporation for monies advanced which is to be paid before the certificates of indebtedness of $27,947.98

The balance due the David W.Griffith Corporation of $60,250. is not to be paid until after the certificates of indebtedness plus the $10,000. assigned from the Triangle Film Corporation to D.W.Griffith personally.

Further, as to Mr. Griffith's personal account there was due him $15,171.26 formerly owned by the Majestic Motion Picture Co. on account of factory costs, etc. which was assigned to Mr.Griffith by the Majestic Co. and which has now all been paid in various amounts, the last amount being $1,082.15 account of Mr.Griffith's Federal Income Tax in California.

There is still due him personally the sums of $38,690.85 being based on 10% of the cost of the production less $2500 that was owing to us by the Majestic Co., which 10% of the cost of production has been assigned by the Majestic Co. to Mr. Griffith personally. There is a further item of $35,658.25 being the charge made by the Majestic Co. against the Wark Producing Corporation on account of overhead expenses as shown by the Majestic Co.'s statement which has also been assigned to D.W.Griffith personally and which I understand may be waived by him dependent upon the final results of the exploitation of the picture.

As to the David W.Griffith Corporation there was a loan of $8,000. by the said corporation to the Wark Producing Corporation of which there has been $1500. returned, leaving a balance of $6500. due the David W. Griffith Corporation.

Very truly yours,

ASR:L

MILO BAKER

A. K. DETWILER

# BAKER-DETWILER BUILDING

OPPOSITE CENTRAL PARK

**412 WEST SIXTH STREET**

B. J. HOWDERSHELL
MANAGER
SUITE 1312
F 7630

**LOS ANGELES, CALIFORNIA**

June 5, 1917.

Mr. A. H. Banzhoff,
2 Rector St.,
New York City.

Dear Sir:-

Please find enclosed slip asking exemption for the certificates I hold in the Wark Produce Co. and the F.4 Corporation.

Not having the numbers or the amount I leave that blank and you can fill in the proper amounts.

Very truly yours,

A K Detwiler

AKD/M

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

DWG Corp
Del

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

June 6th 1917

The Corporation Trust Co.
486 Du Pont Bldg.,
Wilmington, Delaware.

Gentlemen:

Replying to your favor of the 5th inst., I am enclosing herewith check of the D. W. G. Corporation for $45.83 to the order of William J. Swain, State Treasurer, in payment of State Franchise Tax due March 20th 1917.

Kindly have the enclosed bill receipted and return to me.

Very truly yours,

R
Enc.

RENTING A SPECIALTY

HOME PHONE CITY 2281

Ranch

# JOHN RIEHL

## REAL ESTATE IN ALL ITS BRANCHES

504 WEST JEFFERSON STREET

SECOND FLOOR

LOUISVILLE, KY. June 9,1917

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Mr. Albert T. Banshof,

New York City, N. Y.

Dear Sir:-

I received word from Mrs. Davis, who is purchasing the property at 2918 Portland avenue, Louisville, that she had seen an article in the Moving Picture Magazine where Mr. Dave Griffith had returned from London and is now in California.

If this is the case, I would advise you to please get in communication with Mr. Griffith, and if it is necessary, forward the deed to him to have same resigned and acknowledged.

Hoping to hear from you at your earliest convenience, I beg to remain,

Yours truly,

JR-EHG

John Riehl

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

June 9, 1917.

Board of Education,
730 Security Bldg.,
Los Angeles, Calif.

Attention Wm. A. Sheldon.

Gentlemen:

I am writing to assure you that Mr. E. C. Bidwell is properly authorized to represent Mr. D. W. Griffith in relation to his request for certain school films to be used in connection with patriotic pictures to be sent to Russia.

I have known, of my own knowledge, that Mr.Bidwell has been secretary to Mr. Griffith for at least two years last past, and is still representing him in that capacity.

Yours very truly,

LW-B

(7 reels)

~~out Bright~~

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

June 9,1917.

Board of Education, City of Los Angeles,
730 Security Building,
Los Angeles, Cal.

Gentlemen:-

I hereby acknowledge receipt of seven (7) reels of positive film of Los Angeles City School Activities to be used in connection with patriotic motion pictures to be sent to Russia in connection with the Root Commission.

This positive film is received by me as representative and agent of Mr.D.W.Griffith, with the understanding that I shall obtain from the Board of Education Warehouse the negative of the same film and shall deliver to the Board of Education within ten days of date one complete positive copy of said negative film, together with the negative, all in first class condition.

It is understood in this transaction, that the Board of Education shall be put to no expense whatever and shall be liable for nothing whatever in connection with said transaction that might result from accident, damage, or any incident whatever not herein mentioned; that the ultimate result of the transaction will be that the Board of Education shall be in possession of the films as they now are, except that the positive film now in the possession of the Board of Education shall be replaced within ten days by a first class complete positive film.

It is further understood that the Board of Education may have a representative present at any and all times that the new positive film is being manufactured and that the new film will be made entirely satisfactory to the Board of Education and its representative.

Respectfully,

WAS:EAN.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

June 11, 1917.

Board of Education of
the City of Los Angeles,
730 Security Building,
Los Angeles, Cal.

Gentlemen:-

Supplementary to our letter to you under date of June 9th, 1917, please be advised that we have shipped the seven reels of positive film to New York for examination and inspection. It is possible that a portion of the seven reels will not be suited to the work undertaken by the Root Commission in Russia; and, in case it is found that a portion of the films are not thus suited we request the privilege of returning said portion, it being understood that said portion shall be returned to you in as good condition as when leaving your possession, and it being further understood that such portion as is not returned shall be replaced by a new positive film in accordance with the conditions contained in our letter to you under date of June 9th, 1917.

Respectfully,

DATED the 11th day of June 1917

WARK PRODUCING CORPORATION

— and —

EMILE WERTHEIMER Esquire.

---

Copy

A G R E E M E N T

— as to —

further Prints of "INTOLERANCE"

---

HARRY WILSON,
2, Broad Court Chambers,
Covent Garden,
W.C.

Foreign rights

AN AGREEMENT made the eleventh day of June One thousand nine hundred and se--venteen BETWEEN THE WARK PRODUCTING CORPORATION of Long Acre Buildings New York of the United States of America by WILLIAM ELLIOT BURLOCK of 10, Ebury Street Saint James in the County of London their Agent hereinafter called the Corporation of the one part and EMILE WERTHEIMER of 44, Avenue Mansions Finchley Road in the County of London hereinafter called the Hirer of the other part SUPPLEMENTAL to four Agreements between the same parties two of which are dated the tenth day of May One thousand nine hundred and seventeen and the remaining two of which are dated the thirtieth day of May One thousand nine hun--dred and seventeen WHEREBY the corporation amongst other things granted to the Hirer the sole and exclusive right in the picture play called "INTOLERANCE" first for Africa then for certain towns in the British Islands then for the remainder of the United Kingdom with the exception of seven miles round Charing Cross and finally for the district comprised within seven miles from Charing Cross AND WHEREAS it was the term of all the said Agreements that the Hirer should be able to obtain and that the Corporation should supply during the period for which the license in the firm is granted by the said Agreements such further copies of the film as the Hirer might reasonably require AND WHEREAS it was provided that such copies which were to be in all cases new copies in first rate order and con--dition for showing and printed upon Eastmans No. 1 stock were to be invoiced to the Hirer and to be paid for by him

upon delivery in London AND WHEREAS the Corporation has agreed with the Hirer that the Hirer should have the option of taking the said prints either under the terms of the said Agreements upon delivery in London or in New York at the cost of printing NOW IT IS HEREBY AGREED by and between the parties hereto as follows :-

1. THE Corporation for the considerations aforesaid hereby grants to the Hirer the option of taking further prints of the film "INTOLERANCE" either in accordance with Clause 3 of the original Agreements of the tenth day of May One thousand nine hundred and seventeen between the parties or of having all further prints that may be required by the Hirer ordered direct from the Wark Producing Corporation of New York and delivered by that Corporation to the Hirer's duly authorised Agents in New York in which event the films printed on Eastmans No. 1 stock in all respects in first rate order and condition for showing shall be delivered to the Hirer at the cost price of printing for the time being prevailing in New York i.e. £100 per print The Hirer shall indicate to the Wark Producing Corporation at the time of placing the Order the method of delivery desired by him in respect of any copies so ordered.

I N W I T N E S S whereof the parties have set their hands and seals on the day and year first above written.

| | | |
|---|---|---|
| SIGNED SEALED and DELIVERED by the above named Emile Wertheimer in the presence of :- | E. WERTHEIMER | (L.S.) |

E. Leslie Burgin,
3, Grays Inn Place, W.C.
Solicitor.

# CHAS. E. RIESS & CO., INC.

Hupmobile
Car of the American Family

1741 BROADWAY AT FIFTY-SIXTH STREET

NEW YORK, N. Y. June 11, 1917.

NAME Miss D. Gish

ADDRESS 1476 B'way City

CUST. ORDER NO.

PHONE, 1616-7-8 CIRCLE
SERVICE DEPT. 226 W. 56TH ST.

Mechanics time and labor tightening timing chain adjusting tappets, installing screws in dash plugging oil vent tightening windshield, installing valve cover gasket.

Labor 5.75

1 Valve cover gasket .50

Burning carbon 2.00

2.50 7.50

$ 7.75

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

# CHAS. E. RIESS & CO., INC.

Hupmobile
Car of the American Family

1741 BROADWAY AT FIFTY-SIXTH STREET

NEW YORK, N. Y. June 11, 1917.

NAME Miss Gish

ADDRESS 1476 B'way City.

CUST. ORDER NO.

PHONE, 1616-7-8 CIRCLE
SERVICE DEPT. 226 W. 56TH ST.

Mechanics time and labor tightening timing chain, adjusting tappets, putting screws in dash light shade, plugging oil vent, tightening windshield, installing new valve cover gasket.

Labor 3.00

Material furnished:

Burning carbon 2.00

1 Valve cover gasket .50 2.50

5.50

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ELEMENTARY

REPORT OF SPECIAL COMMITTEE CONCERNING REQUEST FOR USE OF SCHOOL FILM

(President Bordwell and Mrs. Waters)

---

Los Angeles Cal. June 11 1917.

TO THE HONORABLE, THE BOARD OF EDUCATION,

Mrs. Waters and Gentlemen:-

Regarding the matter of the request of E. C. Bidwell, representative of D. W. Griffith, indicating that he desires to obtain the positive moving-picture film showing Los Angeles city school activities, which matter was referred to this Committee with power to act, we respectfully report as follows:-

(a) That Mr. Bidwell informs us that this film is to be used in connection with patriotic motion pictures to be sent to Russia in connection with the Root Commission, that telegrams from J. A. Barry, representative of Mr. Griffith in New York, indicates that unless the film can be shipped immediately, it would arrive in New York too late, and that Mr. Barry's telegrams further indicacate that the work is strictly and purely patriotic, and that the pictures of the school activities are particularly valuable and desirable for the purpose intendet; and

(b) That we have secured from Mr Bidwell a statement that he will obtain from the Board of Education Warehouse the negative of the same film, and will deliver to the Board in the near future one new positive copy of such portion of said negative as they desire to use, together with the negative, all in first-class condition that the Board of Education shall be put to no expense whatever in the transaction, that the Board may have a representative present at any and all times that the new positive film is being manufactured and that the new film will be made entirely satisfactory to the Board and its representative.

It is to be noted that the net result of this transaction provides for the exchange of a used positive film for a new positive film, without expense to the Board of Education.

We recommend that the above arrangement be ratified; and, after consultation with the Superintendent, we further recommend that Mr. Rob Wagner, under whose direction the moving pictures were taken, be appointed to represent the Board in the manufacture and acceptance of the new positive film, if Mr. Wagner is available; and in case Mr. Wagner is not available, we recommend that the appointment of someone as the Board's representative in his stead be referred to the Superintendent with power to act.

Respectfully submitted,

SPECIAL COMMITTEE

DC

OFFICIALS
BOARD OF EDUCATION
AND
CHAIRMEN OF COMMITTEES

WALTER BORDWELL, PRESIDENT
WM. A. SHELDON, SECRETARY

C. J. McCORMICK - - LAW AND RULES
WALDO M. YORK - - - - BUILDINGS
W. J. WASHBURN - - - - FINANCE
MRS. R. J. WATERS - TEACHERS AND SCHOOLS
ANDREW J. COPP, JR. - - PURCHASING AND DISTRIBUTION
J. H. BEAN - - - - - INSURANCE
WALDO M. YORK - COMMITTEE OF THE WHOLE

# Board of Education
of the City of Los Angeles
Rooms 709-731
Security Building

ALBERT SHIELS, SUPERINTENDENT
J. B. MONLUX, DEPUTY SUPERINTENDENT
M. C. BETTINGER, ASST. SUPERINTENDENT
MRS. S. M. DORSEY, ASST. SUPERINTENDENT

SECRETARY'S OFFICE
ROOM 730

Los Angeles, Cal., June 12,1917.

Mr. E. C. Bidwell,
618 Fay Building,
Los Angeles, California.

Dear Sir:-

We are enclosing herewith copy of REPORT OF SPECIAL COMMITTEE CONCERNING REQUEST FOR USE OF SCHOOL FILM adopted by the Board of Education on June 11,1917.

We will notify you later as to who will represent the Board in the manufacture and acceptance of the new positive film.

Very truly yours,

Wm A Sheldon,

Secretary,Board of Education.

JSG:T
Enclosure.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

**MOTION PICTURE APPARATUS CO., Inc.**

**110-114 WEST 32nd STREET**

**NEW YORK**

June 14th, 191

YOUR ORDER NO.

OUR ORDER NO.

DATE SHIPPED

VIA

TERMS NET CASH

D. W. Griffith Producing Co.,
2 Rector St.,
City.

1 Debrie Motion Picture Print. Machine
complete with motor for 110 volts D. C. $650.00

C. O. D.

Check #20

Ruggiero-Eyl

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

June 14th 1917

Motion Picture Apparatus Co.,
110 West 32nd Street,
New York City.

Gentlemen:

Enclosed please find check to your order for $650., in payment of One (1) Debris Printer and Titling Machine delivered to us this day, pursuant to conversation between Mr. Hastings and our Mr. Altschuler, and which you guaranteed to be in perfect condition.

Very truly yours,

DAVID W. GRIFFITH CORPORATION

Secretary & Treasurer

R

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TREASURY DEPARTMENT.
Customs Cat. No. 3392-A.
Act, Oct. 3, 1913, Par. 642.
C. D., July 24-15.

602551-B41

# DECLARATION OF RETURNING RESIDENT OF THE UNITED STATES FOR FREE ENTRY OF PERSONAL OR HOUSEHOLD EFFECTS.

UNITED STATES CUSTOMS SERVICE,
COLLECTION DISTRICT NO. 10,

PORT OF NEW YORK, _____, 191

I, _____ do truly declare that I am a resident of _____, State of _____; that I last departed from the United States in the S. S. _____ on or about the _____ day of _____, 19 , from the port of _____; that I arrived in the United States on my return at the port of _____ on or about the _____ day of _____, 19 , in the S. S. _____, from _____, accompanied by _____ (Wife, child, maid, etc.); that, except such as are hereinafter enumerated, all the articles now imported by _____ (Me or us.) in the S. S. Chicago from Bordeaux, arriving on or about June 15th, 19[illegible], consist of wearing apparel, personal or household effects taken abroad by me, or by those members of my family accompanying me, for personal use; that no repairs or alterations were made to such articles abroad, except as follows:

(If any repairs or alterations were made abroad, describe the articles and state the cost of repairs or alterations, and the character thereof. If none was made, so state.)

| *Name of articles.* | *Description of repairs.* | *Cost or value of repairs.* |
|---|---|---|
| | | |
| | | |
| | | |

I further declare that the following-described articles were acquired abroad for personal or household use, or as souvenirs or curios, none of which were bought or otherwise acquired on commission, or are intended for sale:

| *Description.* | *Cost or value.* |
|---|---|
| | |
| | |
| | |

(If no such articles were acquired abroad, so state.)

I further declare that the following-described articles were acquired abroad on a commission for other persons, or are intended for sale:

| *Description.* | *Cost or value.* |
|---|---|
| | |
| | |
| | |

(If no such articles were acquired abroad, so state.)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

(Signature) _____

(Address) _____

Declared before me this _____ day of _____, 19

(Name) _____

(Official title) _____

(NOTE.—This declaration must be made before some person duly authorized to administer oaths. If a family has been traveling abroad, it may be made for the family by the principal member thereof.)

62—7443

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

DENTON, HALL & BURGIN,
*Solicitors.*
CHARLES BURGIN.
EDWARD L. BURGIN.
E. LESLIE BURGIN, LL.D. (Lond.)

TELEPHONE No HOLBORN 18.
TELEGRAMS {RECUEILLIR, HOLB, LONDON.
KENNERLEY, PARIS.

3, GRAY'S INN PLACE,
GRAY'S INN,
LONDON, W.C.I.

AND 4, RUE STE ANNE.
(CORNER AVENUE DE L'OPERA)
PARIS.

Enclosures.

June 21st, 1917.

The President,
Wark Producing Corporation,
Long Acre Buildings,
New York, U.S.A.

Dear Sir:

re "Intolerance."
Your Corporation and Emile Wertheimer,
of London.

You have no doubt been informed by Mr. D. W. Griffith and by Mr. W. E. Burlock of the transactions that have taken place in connection with the Film "Intolerance" in this country between your Corporation by its duly accredited representatives and Mr. Emile Wertheimer, of this city.

In order to place the matter formally on record, we send you herewith true and complete copies of the four agreements relating to "Intolerance" that have been exchanged between the parties, and should be glad to have an acknowledgment that these documents have reached you in due course. We call your special attention to the Agreement of June 11, 1917, making provision for orders for further copies being given to

your Corporation direct in New York for delivery there.

Yours faithfully

Denton Hall & Burgin

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Enclosures.
EJB/JHH.

Mark

Westhauser

Robert Isler

Sorry Cop.

June 12th 1917

Mr. J. C. Epping,
66 West 40th Street,
New York City.

Dear Mr. Epping:

I enclose herewith check to your order for $150 as a loan on account of Mr. Griffith's funds, the nature of which is to be determined on his return.

Will you kindly acknowledge receipt thereof, and oblige

Very truly yours,

AHTB/R
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART LIBRARY

ESTABLISHED 1841.

AMERICAN EXPRESS COMPANY,
FOREIGN DEPARTMENT,
OFFICE OF
GENERAL MANAGER,
65 BROADWAY,
NEW YORK.

Cable Address AMEXCO, NEW YORK—Lieber's C

OFFICES IN EUROPE: (1073)

LONDON . . . . . 6 Haymarket. 84 Queen Street.
LIVERPOOL . . . . . 10 James Street.
GLASGOW . . . . . 3 West Hile Street.
SOUTHAMPTON . . . . . 25 Oxford Street.
GENOA . . . . . 17 Piazza Kunziata.
PARIS . . . 11 Rue Scribe. 54 Rue des Petites Ecuries.
HAVRE . . . . . 43 Quai d'Orleans.
MARSEILLES . . . . . 9 Rue Beauvau.
ROME . . . . . 38-40 Piazza di Spagna.
NAPLES . . . . . 23-30 Via Vittoria.
BERLIN . . . . . 55 Charlotten Strasse.
HAMBURG . . . . . 9 Alsterdamm.
BREMEN . . . . . 8 Bahnhof Strasse.
ANTWERP . . . . . 7 Quai Van Dyck.
ROTTERDAM . . . . . 26a Zuidblaak.
COPENHAGEN . . . . . 8 Holmens Kanal.
CHRISTIANIA . . . . . 8 Kirkegaden.

Banking and Shipping Correspondents at all Principal Cities and Ports of the Commercial World.

GENERAL EUROPEAN AGENTS FOR
MERCHANTS DESPATCH
AND
NEW YORK CENTRAL AND HUDSON RIVER R. R. CO.

Mrs D. W. Griffith
Dear Madam:

New York, June 26, 1917
60251-3A1

There has arrived at this port for your account from Sidon Paris (one) ex. steamship "Chicago", contents of which the customs Examiner reports to be "Effects ~~of American Manufacture~~, --old and used". In order, therefore, that we may endeavor to obtain admission free of duty, will you kindly complete the attached affidavits and execute them before a Notary Public provided with a seal, being particular to state on the line marked "Y" that all of the old effects were taken abroad by you. Upon return of the documents to us we will proceed with customs clearance and will ship the goods to you promptly upon release by the Government.

Yours truly,

AMERICAN EXPRESS COMPANY
Foreign Department . . . DIVISION

By

618 Fay Bldg.,
Los Angeles, Cal.

June 28, 1917

D. W. GRIFFITH COLLECTION
UNIVERSITY OF MONTANA FILM LIBRARY

Mr. Wm. A. Sheldon, Secy.,
Board of Education,
730 Security Building,
Los Angeles, Calif.

Dear Sir:-

Referring to the matter of the motion picture of the "Wonderful Schools of Los Angeles", I think a few words of explanation are due you from me in regard to the replacing of the positive copy which you let me have on June 9th.

I immediately shipped the picture to Mr. Griffith's people in New York with the request that they in turn advise me at once what portions would be required to be sent to Russia (in connection with the Root Commission). I received no reply to my request, although I called attention to the matter several times - probably due to the fact that the Government Authorities could not decide promptly on the matter.

I enclose for your information a telegram (copy) that I sent to Mr. J. A. Barry on June 25th, and a copy of his reply of the 27th which is just received. You will note in Mr. Barry's message he states that the Washington authorities desire to hold the entire print in New York for ten days until certain Russian representatives can see it, as they can then better decide what portions will be best suited to its intended use.

I trust that it will be agreeable to you to extend me this time, because if I have an entire new copy made now the unused portion of the film we now have will be a waste and of no use either to us or to you; whereas by waiting I can simply restore the film to its original size by replacing the used portions, and thus save considerable expense to my employers.

However, in the event that you are in need of a copy

of this picture for immediate use, I will proceed to have one made at once, as we deeply appreciate the favor you have already extended to us and do not want to inconvenience you by retaining the picture if you are in need of it. The Pacific Film Laboratories assure me they can make a copy in three to five days after receipt of the negative.

Again thanking you for your courtesy in this matter, and awaiting your advice I am

Yours very truly,

Secretary to D. W. Griffith

June 30th 1917

Mrs. G. W. Bitzer,
1834 Canyon Drive,
Los Angeles, California.

Dear Mrs. Bitzer:

Enclosed please find check of the D. W. G. Corporation to your order for $250. on account of Mr. Bitzer's salary for week ending June 30th 1917.

Kindly acknowledge receipt, and oblige

Very truly yours,

DAVID W. GRIFFITH CORPORATION

Sec. & Treas.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

R

Enc.

**D. W. G. CORPORATION**

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

No. 23 JERSEY CITY, N.J. JUN 30 1917 191

PAY TO THE ORDER OF p. G. W. Bitzer $250.00

Two Hundred Fifty and no/100 DOLLARS

71

D. W. G. CORPORATION

Albert S. Banzhaf
President ~~TREASURER~~

TO THE COMMERCIAL TRUST COMPANY
OF NEW JERSEY. 55-41
JERSEY CITY, N.J.

# CHAS. E. RIESS & CO., INC.

Kissmobile
Car of the American Family

1741 BROADWAY AT FIFTY-SIXTH STREET

NEW YORK, N. Y.

NAME Miss M. R. Gish June 30, 1917.

ADDRESS

CUST. ORDER NO.

PHONE, 1616-7-8 CIRCLE
SERVICE DEPT. 226 W. 56TH ST.

1 34x4 Red Tube 5.40

per invoice Tick Rubber C.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

OUR TERMS STRICTLY NET CASH

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM

June 30th 1917

American Express Company,
Foreign Department,
65 Broadway,
New York City.

Gentlemen:

Enclosed please find check of the D. W. G. Corporation to your order for $32.75, in payment of the enclosed bill for customs duties and customs charges on shipment to D. W. Griffith.

Kindly have this shipment forwarded to Mr. Griffith at the above address as soon as possible.

Also kindly receipt and return the enclosed bill.

Very truly yours,

DAVID W. GRIFFITH CORPORATION

Sec. & Treas.

R

Enc.

TO THE WESTERN UNION TELEGRAPH COMPANY, DR.

JUNE 1917 INCORPORATED NYCITY

| MONTH AND DAY | DESTINATION | | | AMOUNT |
|---|---|---|---|---|
| 1 | D.GRIFFITHS | LONDON | 28 | 7 00 |
| 27 | BITZER | LONDON | 16 | 4 00 |
| 30 | D GRIFFITHS | LONDON | 38 | 3 42 |
| | | | | 14 42 |

TO THE WESTERN UNION TELEGRAPH COMPANY, DR.

JUNE 1917 INCORPORATED

| MONTH AND DAY | DESTINATION | | | AMOUNT |
|---|---|---|---|---|
| 18 | GRIFFITH | LONDON | 94 | 8 46 |
| 27 | " | " | 96 | 8 64 |
| 28 | BURLOCK | " | 51 | 4 59 |
| | | | | 21 69 |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TO THE WESTERN UNION TELEGRAPH COMPANY, DR.
INCORPORATED

| MONTH AND DAY | TO / FROM | NAME OF POINT | AMOUNT |
|---|---|---|---|
| JUNE 27 | 1917 FM | LOS ANGELES (Griffith) (Chgd) | 2 40 |

TO THE WESTERN UNION TELEGRAPH COMPANY, DR.
INCORPORATED

| MONTH AND DAY | TO / FROM | NAME OF POINT | AMOUNT |
|---|---|---|---|
| I | LOSANGELES | Griffith | I.49 |
| June I3 | ROCHESTER | | .35 |
| | | Chgd | |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1012. (Revised.)
F. C., Apr. 12-17.

TO BE FILLED IN BY INTERNAL REVENUE BUREAU.

FILE NO. .....

AUDITED BY .....

UNITED STATES INTERNAL REVENUE.

# MONTHLY LIST RETURN OF AMOUNT OF NORMAL INCOME TAX TO BE PAID AT THE SOURCE.

To be made in duplicate to the Collector of Internal Revenue for the District in which the withholding agent is located, on or before the 20th day of each month, following that for which this return is made, showing the names and addresses of persons who have received payments of interest upon bonds and mortgages, or deeds of trust, or other similar obligations of corporations, etc., on which the withholding agent is liable for the normal tax of 2 per cent.

WARK PRODUCING CORPORATION.
(Name of debtor organization.)

1476 Broadway, New York City, N. Y.
(Full post-office address.)

(Name of withholding agent.)

(Full post-office address.)

(Above space to be stamped by Collector, showing district and date received.)

(If debtor corporation makes its own withholding return, no entry need be made above on line provided for name of withholding agent.)

FOR MONTH ~~XXX~~ Ending July 1, 1917.

I certify that the following is a true and complete return of all normal tax amounting to $ 111.60, required to be withheld and paid by the above debtor organization, with respect to all interest payments made during the month stated above, upon its bonds and mortgages, or deeds of trust, or other similar obligations; and that there are herewith inclosed all certificates* which were presented with coupons or with respect to interest orders.

To MARK EISNER, ESQ.
*Collector.*
Third District of New York
1150 Broadway, New York City.
(Address.)

Signed: Wark Producing Corp
Gabriel W. Barzhy
President.
(Capacity in which acting.)

*Forward all certificates with this return. List only such as disclose tax liability, and forward in the order in which listed.

NOTE.—All substitute certificates of collecting agents, authorized by regulations, that are received by debtors or withholding agents will be considered the same as certificates of owners, and in entering same in making Monthly List Returns, debtors or withholding agents will enter the name, address, and the number of the substitute certificate of the collecting agent in lieu of the name and address of the owner of the bonds.

| NAME OF PAYEE. | ADDRESS IN FULL. | AMOUNT OF INCOME ON WHICH WITHHOLDING AGENT IS LIABLE FOR TAX. | AMOUNT OF TAX LIABILITY. |
|---|---|---|---|
| William B. Anderson. | 74 Broadway, New York City. | $ 30 | $ .60 |
| Robert Sterling Clark. | Cooperstown, New York. | 300 | 6.00 |
| Stephen Carlton Clark. | Cooperstown, New York. | 300 | 6.00 |
| D. W. G. Corporation. | 15 Exchange Pl., Jersey City, N. J. | 1050 | 21.00 |
| W. Beach Day. | 149 Broadway, New York. | 30 | .60 |
| A. K. Detwiler. | 1312 Baker-Detwiler Bldg., Los Angeles Cal | 120 | 2.40 |
| Arthur E. Fairchild. | 8 East 13th St., New York City. | 30 | .60 |
| C. W. Gates. | 500 Columbia St., Pasadena, Calif. | 150 | 3.00 |
| Lillian D. Gish. | 307 West 98th St., New York City. | 90 | 1.80 |
| Lewis J. Hampton. | 1080 No. Marengo Ave., Pasadena, Cal. | 300 | 6.00 |
| D. J. Howdershell & Wm. Niven. | c/o Union Nat'l. Bnk., Pasadena, Cal. | 30 | .60 |
| Douglas T. Johnston. | ~~149~~ 233 Broadway, New York City. | 120 | 2.40 |
| Herbert R. Mainzer. | 105 W. 40th Street, New York City. | 60 | 1.20 |
| Mae W. Marsh. | 116 Riverside Drive, New York City. | 60 | 1.20 |
| Henry W. Putnam. | 108 Chambers Street, New York City. | 300 | 6.00 |
| Vera V. B. Richard. | 376 Grand Street, New York City. | 90 | 1.80 |
| Oscar L. Richard. | 29 Broadway, New York City. | 300 | 6.00 |
| W. D. Rosenberger. | 40 So. Fair Oaks Ave., Pasadena, Cal. | 150 | 3.00 |
| Louis Seligsberg. | 11 Broadway, New York City. | 30 | .60 |
| W. N. Seligsberg. | 1459 Broadway, New York City. | 30 | .60 |
| TOTAL (Continue on Form 1012 A, Revised, if necessary) | | $ 3570. | $ 71.40 |

c2—7314

# UNITED STATES INTERNAL REVENUE.

CONTINUATION SHEET.—Form 1012 A.—(Revised.)

| NAME OF PAYEE. | ADDRESS IN FULL. | AMOUNT OF INCOME ON WHICH WITHHOLDING AGENT IS LIABLE FOR TAX. | AMOUNT OF TAX LIABILITY. |
|---|---|---|---|
| TOTALS BROUGHT FORWARD | | $ 2570. | $ 71.40 |
| Edward S. Steinman. | 52 William Street, New York City. | 60 | 1.20 |
| Clarence E. Sterrett. | 121 E. 21st Street, New York City. | 60 | 1.20 |
| 1. Hallgarten & Co. | 5 Nassau Street, New York City. | 150 | 3.00 |
| 2. Hallgarten & Co. | 5 Nassau Street, New York City. | 240 | 4.80 |
| 3. Hallgarten & Co. | 5 Nassau Street, New York City. | 30 | .60 |
| 4. Hallgarten & Co. | 5 Nassau Street, New York City. | 600 | 12.00 |
| 5. Hallgarten & Co. | 5 Nassau Street, New York City. | 120 | 2.40 |
| 6. Hallgarten & Co. | 5 Nassau Street, New York City. | 300 | 6.00 |
| 7. Hallgarten & Co. | 5 Nassau Street, New York City. | 300 | 6.00 |
| 8. Hallgarten & Co. | 5 Nassau Street, New York City. | 150 | 3.00 |
| | | $ 5880 | $ 111.60 |
| TOTALS CARRIED FORWARD | | $ | $ |

c2—2858

D. W GRIFFITH'S

COLOSSAL SPECTACLE

# "INTOLERANCE"

DIRECTION

The Wark Producing Corporation

EXECUTIVE OFFICES

Longacre Building, 42nd St. and Broadway

New York

GUY CROSWELL SMITH
General Manager

July 1st, 1917.

D.W. G. Corporation,
15 Exchange Place,
Jersey City, N.J.

Dear Sir:-

Enclosed find check of the Wark Producing Corporation for interest on your certificate of indebtedness, which became due July 1st, 1917. Your signed certificate of ownership ( exemption not claimed) has been received and will be filed with the Collector of Internal Revenue, 3rd District, New York.

Financial statements will be forwarded to stockholders of record at an early subsequent date.

Very truly yours,

WARK PRODUCING CORPORATION

By Albert S. Barnhart

President.

D. W GRIFFITH'S

COLOSSAL SPECTACLE

# "INTOLERANCE"

DIRECTION

The Wark Producing Corporation

EXECUTIVE OFFICES

Longacre Building, 42nd St. and Broadway

New York

GUY CROSWELL SMITH
General Manager

July 1st, 1917.

Mr. L.G. Patee
c/o Dou Lee Garage,
Pasadena, Cal.

Dear Sir:-

Enclosed find check of the Wark Producing Corporation for interest on your certificate of indebtedness which became due July 1st, 1917. Your signed certificate of ownership (exemption claimed) has been received and will be filed with the Collector of Internal Revenue, 3rd District, New York. Financial statements will be forwarded to stockholders of record at an early subsequent date.

Very truly yours,

WARK PRODUCING CORPORATION

By Albert H Banzhaf
President.

P.S. Please advise if you claim either the three or four thousand dollar exemption.

$4000.00 exemption Claimed
L.G.P.

GEORGE EHRET, JUNIOR
235 EAST 92ND STREET
NEW YORK

July 6th 1917.

Mr. Albert H. Banzhaf,
Wark Producing Corp.
Longacre Bldg.

Dear Sir:

I beg to acknowledge receipt of your check which accompanied your communication of July 1st.

In accordance with your request I wish to claim the exemption of Four Thousand Dollars on the income tax.

Very truly yours,

George Ehret Jr.

s

July 7th 1917

Mrs. G. W. Bitzer,
1834 Canyon Drive,
Los Angeles, California.

Dear Madam:

I enclose herewith check for $250. to your order, being in payment of salary of Mr. G. W. Bitzer for week ending July 7th 1917.

Kindly acknowledge receipt, and oblige

Truly yours,

DAVID W. GRIFFITH CORPORATION

Sec. & Treas.

R

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

**D. W. G. CORPORATION**

No. 26 JERSEY CITY, N.J. JUL 7 1917 191

PAY TO THE ORDER OF Mrs G W Butzer $250.00

Two Hundred Fifty and no/100 DOLLARS

D. W. G. CORPORATION

Albert W Ramsey
Pres. TREASURER

TO THE COMMERCIAL TRUST COMPANY
OF NEW JERSEY. 55-41
JERSEY CITY, N.J.

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

July 9th 1917

D.W.G. Corporation

-To-

ALBERT H. T. BANZHAF, DR.

To disbursements:

Telegraph and Cable bills (attached) $40.00

Check W

Received payment.

A H T Banzhaf
July 9/17

D.W. Griffith

618 Fay Bldg.,
Los Angeles, Cal.

July 11, 1917

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:-

I wish to thank you for your letter of the 2nd. It was a treat to find someone in New York who would reply to a communication. Mr. Woods used to say when our studio people were east, "Once they get back in New York, they completely forget that the West exists" and he is now living up to this himself - for we have heard very little from him since he went east.

I called on Arthur Wright yesterday regarding the statement blanks for the F-4 Corporation, in connection with the "Blue Sky Act". He sent me to see the Corporation Commissioner, who told me he would have to "write a letter" about it and would let me know in four or five days, and when he does I will forward all information and papers.

Mr. Wright said if Mr. Griffith had cared to he could have opposed the right-of-way for the acqueduct over the ranch, but that this would have undoubtedly started litigation of a character that he should avoid - especially as it would be opposing a public improvement.

Perhaps you have not been advised, and I will therefore explain a little. The ranch is in two tracts or parts - the old ranch next to the hill (if you have ever been out there) and the "Thirty acres" which is across the road toward San Fernando. The Thirty-acres comes under the regular acqueduct distributing system, being also in the City of Los Angeles - while the old ranch is outside these boundaries. The Thirty Acres are not improved, and it is across this tract that the pipe line extends - only a few feet away from the line of the old ranch where there are now 3000 citrus trees planted.

Mr. Sternlov, the ranch manager, has gained the good will

D.W. Griffith

of the Los Angeles Water Commissioners and they have assured him that arrangements can be made so that the water can used on the old ranch. To do this a special election will have to be held petitioning, or rather requesting, to be annexed to the City of Los Angeles; in our case the only people concerned are the employees on the Griffith Ranch, and as there are six people on the ranch there is not much question about the election "carrying". Geographically the ranch is included in a precinct whose remaining territory is at Sunland, six miles east on the other side of the hill - and if the people of Sunland want acqueduct water they will be assessed $40 per acre to pay for a pipe line and Mr. Griffith would have to put up his share if such an election should carry. By letting Sternlov work out his scheme it wont cost anything except a small part of the election cost - printing I believe - and we can connect with the pipe line already only eight feet from the line of the old ranch.

It is for this policy that Sternlov is anxious to please the authorities, and to give them no cause to reject our application for water from the acqueduct for the old ranch, as we now have to depend on pumps which are expensive to operate besides not guaranteeing sufficient water for the trees.

The ranch looks well now, but an irrigating system is badly needed; in fact it is costing $2500 a year more to get along without it than it would with it - and the cost of putting it in would be only about $1500.00. Sternlov has had offers to install it with prices ranging from $1200 to $2000. At present the irrigating is done by the slow and expensive method of a tank wagon, which takes two teams and six people to pay and feed; with the system in three people and one team could do the work, and if acqueduct water can be used it will be cheaper than to pump from our own wells - of which we have two, although only one is fully equipped for operation.

I have been a farmer myself - both in the West and in the East - and I have consulted expert citrus growers out here, and my own judgment, and also that of all I have talked with, is that it is ridiculous for Mr. Griffith to try to get along without an irrigating system if he expects to raise oranges and lemons. I had nothing to do with the management of the ranch until after Mr. Barry was here the first of April, although I had been out there several times. If I had then realized or understood how this is managed I would have by all means recommended that an irrigating system be installed even if the money had to be borrowed against the ranch - especially as there is no lien of any kind against the ranch.

AHTB #3

D.W.Griffith

I trust that you will keep this confidential, as I would not like Mr. Barry to feel that I am presuming to criticize him, for he is in a position to do me a good favor - or he may injure me considerably. I will write Mr. Barry in a day or so on this same subject and will forward you a copy.

Yours very truly,

E C Bedwell

P.S. Stemler has tried to present the irrigation system to Mr G for the past two years but was always referred to Mr Barry who always advised "to wait".

D. W. Griffith

618 Fay Bldg.,
Los Angeles, Cal.

July 12, 1917

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:-

In my letter yesterday I omitted to say that the taxes have been paid on all the property and I hold the receipts.

As to the financial condition of the ranch, it cannot possibly be self supporting inside of two years, though a few of the largest orange trees will bear a part of a crop next year. It would be better for the trees not to permit them to bear any fruit at all next year.

The only salable thing on the ranch is an oil rig which Mr. Sternlov holds at $2000.00. He has been trying six months to sell it, and although he has had a lot of prospective buyers none of them have purchased principally because he insists on a cash sale. He sold another rig for $2500.00 about three months ago, but the proceeds went to pay off a lot of debts for oil well supplies and equipment.

Care should be taken to keep the men at the ranch contented, for if they quit it will cost at least $15 per man per month more money to replace them (6 men) because of the advance in wages. At present they are getting paid only once a month and sometimes it is the middle of the month before I get the money to pay them for the previous month which is not treating them very well.

Yours very truly,

E. C. Bidwell

DW to Corp

July 14th 1917

Mr. Ralph DeLacy,
1476 Broadway,
New York City.

Dear Mr. DeLacy:

I enclose herewith check to your order for $76, being the balance due you as per your salary agreement with Mr. Griffith for the weeks ending July 7th and 14th.

Very truly yours,

AHTB/R

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

July 14th 1917

Mr. Walter E. Greene,
Pres. Artcraft Pictures Corporation.
729 Seventh Avenue,
New York City.

Dear Sir:

I enclose herewith cancelation of option of the Artcraft Pictures Corporation for the renewal of the contract between Mr. David W. Griffith and the Artcraft Pictures Corporation.

I am giving this notice pursuant to cable instructions from Mr. Griffith. However, it is very probable that on his return from abroad this cancelation will be withdrawn by him, and it is given therefore for the purpose of reserving his right until his return, at which time we can more fully determine upon the course to pursue herein.

With best regards, I remain

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

July 14th 1917

Mr. Walter E. Greene,
Pres., Artcraft Pictures Corporation,
729 Seventh Avenue,
New York City.

Dear Sir:

The undersigned, David W. Griffith, hereby serves notice on you of the cancelation of the option given your Corporation for the renewal of the contract entered into by and between the undersigned and the Artcraft Pictures Corporation under date of March 16th 1917, for the renewal of said contract for six additional productions, which option is to be exercised by your Corporation on or before March 1st 1918, pursuant to paragraph Seventeenth of the aforesaid contract, which paragraph also provides for the cancelation of said option for renewal by the undersigned on or before four months from the date thereof.

This notice is given you pursuant to the terms of said paragraph Seventeenth.

Very truly yours,

Attorney

July 14th 1917

Mrs. G. W. Bitzer,
1834 Canyon Drive,
Los Angeles, California.

Dear Mrs. Bitzer:

I enclose herewith check of the D.W.G. Corporation to your order for the sum of $250, being Mr. G. W. Bitzer's salary for week ending July 14th.

Will you kindly acknowledge receipt of this check, and also of the checks heretofore sent you, and oblige

Very truly yours,

R
Enc.

THE SOUTHWEST MUSEUM OF NATIVE ARTS LIBRARY

**D. W. G. CORPORATION**

No. 32 JERSEY CITY, N.J. JUL 14 1917 191

PAY TO THE ORDER OF Mrs G W Bitzer $250.00

Two Hundred Fifty and no/100 DOLLARS

D. W. G. CORPORATION

Albert G. Bamberger
~~TREASURER~~ President

TO THE COMMERCIAL TRUST COMPANY
OF NEW JERSEY. 55-41
JERSEY CITY, N.J.

62

DWG Corp.

July 17, 17

D. W. G.

Dear Mr Banzhaf.

Received check for salary up to July 7, 17 on my return from Yosimite Valley. Received two cables from Mr Bitzer and in each one he wants to know if I receive his salary weekly.

Thanking you
Sincerely
Mrs G. W. Bitzer.

D.W.Griffith

618 Fay Bldg.
Los Angeles, Cal.

July 17, 1917

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:-

Here's another little confidential matter to bother you with.

As you know, Mr. Griffith has a number of interests in Los Angeles outside of the picture business as well as in it, and much of my time for the past two years has been taken up in attending to various matters of his - enough so that I have my finger on all his interests and know how they stand.

When he left the Fine Arts, everything was left to take care of itself - but some of Mr. Griffith's old faithfuls took the precaution to gather his property together and take care of it. He has stuff stored all over town, and I have so far paid the rents out of some of Mr. Griffith's funds that has been provided me by both Mr. Griffith and Mr. Barry.

Besides looking after Mr. Griffith's property, I have also attended to his correspondence - forwarding to either Mr. Barry or Mr. McCarthy the ones that seemed important, and replying to the others in a courteous way.

All went well until last Friday when Mr. Barry seemed to think I was taking a liberty and he wired me what I consider an insulting message regarding the replacement of the Los Angeles School Picture. I am attaching hereto a complete file of the telegrams, and the one I particularly refer to is #13.

For your information the picture in question is the property of the Los Angeles Board of Education and it was taken under Mr. Bitzer's supervision a little over two years ago. For some reason the negative of the picture turned up missing while in Mr. Bitzer's custody, and was later found among his things.

# D.W.Griffith

The Board of Education was sore at Mr. Bitzer for this, as it looked to them as though he was trying to obtain possession of it, and they were not inclined to let me have the film. However as the picture was to be used in connection with the Root Commission, Judge Bordwell (one of the Board - the president I think) recommended that they let me have the film provided I sign an agreement to replace it with a new copy within ten days, which I signed.

After I had secured possession of the film and inspected it, it looked to me that all the scenes required were in one reel and I figured we could hold the others back and return them and save money. I wired this to Mr. Barry but he instructed me to send them all to New York which I did.

The file of telegrams will show how often I called his attention to the necessity of my fulfilling my agreement - either by a new copy or replacing the old one. I also mentioned it to him in other messages that I have not included here.

As the expense of a new film would be only about five hundred dollars, and as the good will of the Los Angeles city officials is worth considerable to Mr. Griffith, and as I am personally responsible in this case, I wired Barry on July 11th as per #12 attached.

I am submitting this to you for your advice. I think a great deal of Mr. Griffith, and will do anything possible for him, but I do not propose to be insulted by Barry while trying to do my best. In this case I received no thanks for what I did, and when I tried to fulfill my obligation in the matter he insulted me and incidentally showed me how little principle he really has. I believe if Mr. Griffith was in America he would be glad to know that I am looking after his interests, but rather than put up with abuse from his so-called secretary I would like to have some one else take my responsibility.

I shall rely on your advice. If you think I should continue at my work, please advise me; and if you do want me to continue I would prefer to take my instructions from you until Mr. Griffith returns. I dislike very much to bother you with this affair, and it is only for Mr. Griffith's sake that I do so.

Referring to the expenses out here, I have incurred nothing on my own account. I have so far paid the salaries and expenses at the ranch which are down to the minimum until an irri-

D.W. Griffith

gating system can be put in, as per my letter a week ago; I have also paid the salaries and expenses in connection with the French miniatures that we have been making out here lately, and the salaries of Colleen Moore (Mr. Griffith's protege), and of Hugo Fredrick a chemist whom Mr. Griffith hired for special research work. I have also paid my own salary at the rate of $28.00 per week which is what I was receiving when the studio closed.

By the time you receive this you will have received my telegram complaining that Barry has ignored my requisition for funds; I am sending one tonight, and may have to send more. Barry may be peeved at me and thinks he is making it hard for me, or it may be that he cannot get the money. However, Mr. Griffith will be the loser worse than anyone if salaries are not paid - especially at the ranch.

Please give me your advice in the matter - I shall not let Mr. Griffith's business go until I have time to hear from you.

Yours very truly,

E C Bidwell

I keep a cash book and voucher system so that it will be an easy matter to go over my records at any time.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

1- New York, N. Y., June 8, 1917

R. E. Wales
or E. C. Bidwell,
618 Fay Bldg., Los Angeles, Cal.

Can you ship me at once print of Los Angeles schools taken by Bitzer. If not entire print enough to show transformation in children from immigrants to Americans for use by the Government in Russia. This most urgent as patriotic work. See School Board. Answer.

J. A. Barry

- - - - - - - - -

2- Los Angeles, Cal., June 8, 1917

J A Barry
807 Longacre Bldg.,
New York, N. Y.

Board Education have negative and one positive copy of school picture. Believe can buy new portion or entire new print now six reels long. Wales and I obliged to meet Board next Monday night before can inspect picture and give definite reply. Please advise what negotiations to make after inspection.

E. C. Bidwell

- - - - - - - - -

3- New York, N. Y., June 9, 1917

E C Bidwell,
618 Fay Bldg.,
New York, N. Y.

Delays negotiations etc mean that this film will be too late. This is matter we are doing directly for Federal State Department. Pictures are to be shipped Russia from New York within ten days so as to be presented to Russian people in connection with Root Commission immediately. This is strictly and purely patriotic work and Los Angeles pictures are particularly valuable and desireable. Can't you cut red tape and get print on very next train expressed to New York. Please answer.

J. A. Barry

4- Los Angeles, Cal., June 9, 1917

J A Barry,
807 Longacre Bldg.,
New York, N. Y.

Board of Education let me have the only positive they have to be replaced within ten days with a new copy. However scenes showing transformation from immigrants to Americans are all in third reel which am shipping tonight. None of other reels have any bearing on foreigners and we can return them if not needed and save expense which will be five cents per foot. Also there is no cutting sheet for negative and expense and labor assembling would be considerable as there is no sample copy for matching. Advise if I shall ship remaining six reels.

E. C. Bidwell

- - - - - - - - - - - -

5- New York, N. Y. June 11, 1917

E C Bidwell,
618 Fay Bldg.,
~~NewxYorkx~~ Los Angeles, Cal.

Please ship also remaining six reels. This is big important work. There is no other place in country where educational features are displayed to such advantage as in Los Angeles. Will return or replace print as soon as viewed here. Authorities at Washington will be delighted with these pictures. Shall have proper thanks conveyed to Los Angeles authorities. (Will answer other wire tonight) regards.

J. A. Barry

- - - - - - - - - - - - -

6- Los Angeles, Cal., June 11, 1917

J A Barry,
807 Longacre Bldg.,
New York, N. Y.

Shipped tonight remaining six reels school picture also negative and positive miniature French city. Proper thanks to Board Education good idea. They were loath to let film go as negative was lost several months while in Bitzer's keeping. Also Board was first skeptical regarding my relations to Griffith. Regards.

E. C. Bidwell

7- New York, N. Y., June 16, 1917

E. C. Bidwell,
618 Fay Bldg.,
Los Angeles, Cal.

Money wired today. Is schools negative still lost. Answer.

J A Barry

- - - - - - - - - -

8- Los Angeles, Cal., June 16, 1917

J A Barry,
807 Longacre Bldg.,
New York, N. Y.

School ~~picture~~ negative was found in Bitzers custody after being missing several months. School Board inclined to be sore about this but consented to let me have negative again to make new copy. Please advise earliest possible what reels you will return so I can start making new copy. Should start Monday. Regards.

E. C. Bidwell

- - - - - - - - - -

9- Los Angeles, Cal., June 25, 1917

J A Barry,
807 Longacre Bldg.,
New York, N. Y.

Please answer about school picture. I promised Board Education to give them new copy of all reels not used. Whole new copy will cost about five hundred but can save on this if some of reels are returned. Time is up and we may get in bad ~~if~~ with authorities if I wait longer. Must have answer.

E. C. Bidwell

- - - - - - - - - -

10- New York, N. Y., June 27, 1917

E. C. Bidwell,
618 Fay Bldg., Los Angeles, Cal.

In first picture sent to Russia will only use selections from six reels Los Angeles schools, but authorities at Washington desireus we should hold entire print here for ten days till

10- Cont'd

sample print of Russian Picture is shown to Russian Ambassador and others here, so that if recommended we will be able to add more of the school subjects. Please present this to Los Angeles authorities with request that we may hold reels for that length of time for this most important use. Answer.

J. A. Barry

- - - - - - - - - - -

11- Los Angeles, Cal., June 28, 1917

J A Barry,
807 Longacre Bldg.,
New York, N. Y.

Secretary Board Education accepted explanation of delay stop. However if delay will be over ten days would recommend we make entire new copy as longer delay may cause unpleasantness that will reflect against us here in future and will not compensate saving of money made on returned film. Regards.

E. C. Bidwell

- - - - - - - - - - -

12- Los Angeles, Cal., July 11, 1917

J A Barry,
807 Longacre Bldg.,
New York, N. Y.

Month since securing School Picture. Unless I hear from you tomorrow stating definitely certain reels will be returned inside of week I shall assume you cannot hurry matter and will have new copy made immediately as longer delay will injure us. Will need five hundred for this. Regards.

E. C. Bidwell

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

- - - - - - - - - -

13- New York, N. Y., July 13, 1917

E C Bidwell,
618 Fay Bldg.,
Los Angeles, Cal.

Assume nothing. I shall certainly not be responsible for any outlay in making new print that you will assume. Read my nightletter tomorrow.

J A Barry

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


**RECEIVED AT**

J671 CH 117 NL

LOSANGELES CALIF 17

ALBERT H T BANZHAF 8787

2 RECTOR ST NEWYORK NY

AS YOU KNOW I AM LOOKING AFTER GRIFFITHS INTERESTS AND BARRY HAS BEEN SUPPLYING NECESSARY FUNDS HAVE ASKED HIM THREE TIMES FOR MONEY LAST MONTH RANCH PAYROLL AND EXPENSES BUT NO CASH RECEIVED NEED SIX HUNDRED SEVENTY FIVE MEN DISSATISFIED AND IF THEY QUIT WILL COST MORE MONEY FOR NEW CREW BESIDES MAY BE COMPELLED TO PAY WAGES PROMPTLY TWICE A MONTH PER CALIFORNIA LABOR LAW THREE THOUSAND TREES ON RANCH WORTH FIFTY DOLLARS EACH CAN BE RUINED UNLESS TAKEN CARE OF READ MY TWO


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


**RECEIVED AT**

J671CH SHEET 2

LETTERS NEXT MONTH RANCH EXPENSE PROBABLY ONLY ABOUT FIVE HUNDRED ALSO BESIDES RANCH GRIFFITHS PAYROLL FOR LOSANGELES FOR LAST WEEK NOT HERE YET AMOUNT TWO SEVENTY SEVEN CAN YOU GET US FUNDS

E C BIDWELL.


D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 2589

# WESTERN UNION

# DAY LETTER

GEORGE W. E. ATKINS, VICE-PRESIDENT NEWCOMB CARLTON, PRESIDENT BELVIDERE BROOKS VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

SEND the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

JULY 19 1917

E. C. BIDWELL 618 FAY BLDG LOSANGELES CALIF

WIRED TODAY SEVENHUNDRED FIRST NATIONAL BANK LOSANGELES FOR RANCH PAYROLL BARRY WILL FORWARD STUDIO FUNDS MAIL ME STATEMENT ALL RECEIPTS AND DISBURSEMENTS SINCE YOU TOOK CHARGE AM WRITING REGARDS

BANZHAF

Dwy Check #34

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Griffith Ranch
Ly-Ranch

July 19th 1917

Mr. E. C. Bidwell
618 Fay Bldg.
Los Angeles, Calif

Dear Mr. Bidwell:

I beg to acknowledge receipt of your favors of the 11th and 12th insts. regarding Mr. Griffith's ranch.

I have this day wired you as per copy of day letter enclosed, and you will note that the $700 is for the payment of the ranch expenses only.

I note what you state about the policy of irrigation, and I believe that you are correct in your opinion in this matter, but I feel the same should wait until Mr. Griffith's return, at which time I will lay the proposition before him and advise you accordingly. Of course bids for this work may be submitted in the meantime so that if Mr. Griffith consents, the work may be begun at once on his return.

I also note what you say about the water right of way in conformity with Mr. Sternlov's plans. I enclose herewith grant signed by Mr. Griffith conveying this right of way to the City of Los Angeles. Arrangements of course should be made so that the old ranch as well as the new may have use of city water, and I presume that Sternlov will see to it that the right of way so granted will not interfere with the general lay-out of the ranch.

I wish you would prepare for me at once a complete statement of all moneys received from Mr. Griffith on account of the ranch and how the same were disbursed. It is important that these records be kept at my office on account of some of his personal contract relations and on account of the Federal Income Tax. I wish you would also send me a statement of all moneys received and disbursed on account of studio work, including that of the F-4 Corporation It is very important that these records be kept with the greatest degree of care and accuracy. Mr. Sternlov should submit a supplemental report of the

(9/19/17)

E.C.Bidwell--#2 A.H.TBANZHAF

moneys that he has received and disbursed, including in these items all disbursements for other real property which Mr. Griffith holds besides the ranch, showing payment of taxes, assessments for improvements, and so forth.

It is important that you do this at once before Mr. Griffith returns, at which time there will be a great many things to do.

I think it advisable that Mr. Sternlov sell the oil rig as quickly as possible in order that it will not depreciate in value.

With best regards, I remain

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AHTB/R
Encs.

618 Fay Bldg.,
Los Angeles, Cal.

July 20, 1917

Board of Education,
City of Los Angeles,
730 Security Bldg.,
Los Angeles, Calif.

Gentlemen:-

Pursuant to my request of June 9th, and its supplement on June 11th, and also the copy of the action of your committee at its meeting on June 11th, I beg to report.

The positive copy that you delivered to me was shipped immediately to Mr. Griffith's representative in New York and he in turn conferred with the State Department at Washington in regard to utilizing scenes from the Los Angeles School pictures in a large feature picture that is to be sent to Russia in connection with the Root Commission.

The government people have selected a number of scenes (about 290 feet of film in all) and have requested fifty one prints to be made from the negative. Mr. Barry, in his wire of instructions, states that he is returning the positive copy that I obtained from you; it should reach Los Angeles about next Tuesday or Wednesday.

I therefore, ask that you kindly deliver to me the negative of the said film, that I may take it to the Pacific Film Laboratories in this City for the purpose of having these prints made at the earliest possible date, as the prints should reach New York by July 31st or earlier if possible. As per my former letters, any expense in this matter is to be borne by me - either in the handling of the negative, or in the inspection and return of the positive copy that is now enroute from the East.

Yours very truly,

Secretary to Mr. Griffith

DWG Corp

July 21st 1917

Mr. John A. Barry,
c/o Epoch Producing Corporation,
1476 Broadway,
New York City.

Dear Mr. Barry:

I enclose herewith check to the order of Ralph DeLacy for salary for week ending July 21st.

Very truly yours,

DAVID W. GRIFFITH CORPORATION

Sec. & Treas.

R

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

DWG CORP

July 21st 1917

Mrs. G. W. Bitzer,
1834 Canyon Drive,
LosAngeles, Calif.

Dear Mrs. Bitzer:

Enclosed herewith please find check for $280. for account of Mr. Bitzer's salary for week ending July 21st.

Kindly acknowledge receipt, and oblige

Very truly yours,

DAVID W. GRIFFITH CORPORATION

Sec. & Treas.

R

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

**D. W. G. CORPORATION**

No. 35 JERSEY CITY, N.J. JUL 21 1917 191

PAY TO THE ORDER OF Mrs G W Bitzer $250.00

66

Two Hundred Fifty and no/100 DOLLARS

D. W. G. CORPORATION

Albert T Barnhart
~~TREASURER~~
President

TO THE COMMERCIAL TRUST COMPANY
OF NEW JERSEY. 55-41
JERSEY CITY, N.J.

C. W. GATES, President
EDW. C. CROSSETT, Vice-President
E. W. GATES, Secretary
J. W. WATZEK, Treasurer

# CROSSETT LUMBER COMPANY

CROSSETT, ARK.
ARKANSAS SOFT PINE
CAPACITY 100,000,000 FEET

OFFICE OF C. W. GATES
1025 ARDEN ROAD
PASADENA, CALIF.

Pasadena Calif
July 21/17

Mr A H Baughof
New York City

Dear Sir.

Referring to your check of $147.00 for interest to July 1 enclosed in your letter of that date kindly advise at what rate the interest is figured and the number of months.

I am unable to check the computation.

Thanking you for early reply. I am.

Yours very truly

C W Gates

W. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

| | BOL |
|---|---|
| | |
| | Blue |
| ge | Nite |
| | N L |

If none three symbols appears a check (number of words) thi day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | S |
|---|---|
| Day Message | |
| Day Letter | B |
| Night Message | Ni |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 195 BROADWAY

T35GS FX 44 NL

LOSANGELES CALIF JULY 22 1917

ALBERT H T BANZHAF 8784

2 RECTOR ST NEWYORK

REGARDING MY LETTER SEVENTEENTH GENERAL CONDITIONS GREATLY IMPROVED BARRY HAS GIVEN DEFINITE INSTRUCTIONS REGARDING SCHOOL PICTURE BUT INSTRUCTIONS CAME LATE AND ALMOST IMPOSSIBLE GET PRINTS OUT ON TIME BUT DOING EVERYTHING POSSIBLE AND BELIEVE CAN SUCCEED HOWEVER WILL APPRECIATE ADVICE PER MY LETTER REGARDS

E C BIDWELL

12AM JULY 23

D.W.Griffith
618 Fay Bldg.,
Los Angeles, Calif.

July 25th, 1917.

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York.

Dear Mr. Banzhaf:-

Yours of July 19th is just received, and I also acknowledge receipt of your telegram of the 19th in which you asked me for statement of receipts and disbursements since I took charge of Mr. Griffith's finances out here. I should have forwarded these papers sooner but since last Thursday I have been following up the school picture proposition almost night and day and was unable to compile these statements sooner.

I am attaching hereto statement in duplicate of all receipts and disbursements covering the funds that I have handled for Mr. Griffith since last March. I desire especially to call your attention to the first two pages of this report which shows the disbursements for the ranch. You will notice that these items are all large and cover several months business.

I have already forwarded similar reports to Mr. Barry beginning with the first of June as that was the time when he began sending me money for the French Miniatures and other studio work. However, I am attaching copies hereto for your own information.

In regard to the Western Research Laboratory, Mr. Griffith has up to the present time expended about $3,000.00 for this purpose. I will prepare a separate statement covering receipts and disbursements on that work also, and will mail to you later.

In regard to supplement report from Mr. Sternlov covering his financial matters, the only funds that he has handled in the past two years he has rendered statement for and I myself gave Mr. Barry a copy of them when he was here in March. I am however, attaching another copy of Sternlov's report to these papers.

Mr. Sternlov and I were out to the ranch Thursday, forenoon, and paid off the men. I took my camera along with me and

D.W.Griffith

I am enclosing herewith a half dozen pictures that I took that day. In the foreground of one of the pictures you will notice a new tree. This is one of the latest trees planted. Mr. Sternlov has set out about seven hundred trees this Spring (having paid the nurseryman out of his own pocket until Mr. Griffith's return). These seven hundred trees cover about a hundred replants in the main orchard and the balance is on the South end of the ranch near where the oil rigs were located and completes the remaining portion of the tillable soil at the south end of the ranch.

You can see by the bird's eye view picture that the trees all look fairly well. However, if we had the irrigation system in, enough crops could have been grown between the rows this present year and next year to practically pay the expenses of running the ranch.

Regarding the F-4 Corporation, there has been no money pass through my hands for this concern. All the expenses was incurred at the studio and handled by Mr. Epping.

I note what you say in regard to the care and accuracy with which these accounts should be kept. This is my long suit and every cent of money that I handle for Mr. Griffith is carefully accounted for. On the start I purchased a cash book, voucher files, etc. and I have recently gone back over all my work and made out a set of uniform vouchers. Everything is arranged numerically and it will be an easy matter for any one to go over my records at any time.

Yours very truly,

E.C. Bidwell

P.S. The statements I am sending do not cover this months business. Will forward sheets to cover shortly.

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF S |
|---|
| Day Messa |
| Day Letter |
| Night Messag |
| Night Letter |

If none of these appears after the chec words) this is a day mes wise its character is in symbol appearing after

RECEIVED AT "SI" 1450 Broadway

1917 JUL 26 PM 6 37

K262CH 70 BLUE

HOLLYWOOD CALIF 10 35A 26

JA BARRY

807 LONGACRE BLDG NEW YORK NY

WHILE WORKING FOR GRIFFITH WARTMAN AND I WORKED OUT IDEA FOR INTRODUCING LIVING ACTORS INTO MUNIATURE SETS IDEA VERY VALUABLE FOLLOWING DISCHARGE BY DRIFFITH WORTMAN SAYS HE EXPLAINED IDEA TO WOODS AND THEY WILL OBTAIN PATENT AND USE FOR ARTCRAFT GRIFFITH TO BE GIVEN THIRD INTEREST IF WORTH WHILE WILL SEND FULL SPECIFICATIONS AND FILM FOR YOU TO TAKE PATENT FOR GRIFFITH ANSWER QUICK 4511 MELBOURNE AVENUE

KARL BROWN.

DWG. Lel

July 28th 1917

Mrs. G. W. Bitzer,
1834 Canyon Drive,
Los Angeles, Calif.

Dear Mrs. Bitzer:

Enclosed herewith please find check to your order for $250. being for account of Mr. Bitzer's salary for week ending July 28th.

Kindly acknowledge receipt.

Very truly yours,

DAVID W. GRIFFITH CORPORATION

Sec. & Treas.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

R

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

**D. W. G. CORPORATION**

No. 37 JERSEY CITY, N.J. JUL 28 1917 191

PAY TO THE ORDER OF Mrs G.W. Bitzer $250.00

Two Hundred Fifty and no/100 DOLLARS

TO THE COMMERCIAL TRUST COMPANY
OF NEW JERSEY. 55-41
JERSEY CITY, N.J.

D. W. G. CORPORATION
Albert H. Banzhaf
~~TREASURER~~
Pres. & Treas.

ANGELUS
TRADE MARK

# Carl E. Fr. Sternlov

~~217 EAST WASHINGTON ST.~~
Hotel Broadway
MOTION PICTURE CAMERAS, TRIPODS, PRINTERS
AND
COMPLETE STUDIO EQUIPMENT

MOTION PICTURES
TO ORDER
ANYWHERE
ANY TIME
DEVELOPING
PRINTING

LOS ANGELES, CAL., U. S. A.

July 30, 1917

Mr. Albert H. T. Banzhaf,
#2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:-

Our secretary, Mr. Bidwell, has communicated your desire as to my forwarding a financial statement of receipts and disbursements for Mr. Griffith.

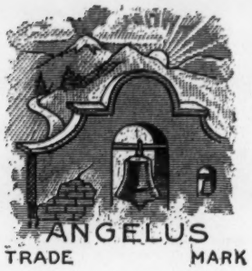
It is evident from your communication that you are as ignorant (?) as to how Mr. Griffith's business is handled along certain lines as I am, and I shall therefore endeavor to explain as briefly as possible my situation in the past, as well as the present.

When I first began to act as Mr. Griffith's agent, all bills were audited and paid by Mr. Griffith himself; later, or in the past four years, I have made three separate attempts at keeping account of Mr. Griffith's affairs as far as I was concerned - with as many different requests or orders to turn the accounting over to his different secretaries; and as neither my time nor my compensation warranted me to keep a duplicate system, I must refer you to whoever was delegated by Mr. Griffith for that purpose, together with my supplemental reports from time to time to Mr. Griffith.

At the time Miss Brydon left, in August 1916, it again was up to me apparently; but as I knew from past experience it would be only temporary, and furthermore as there seemed to be no funds available for either bills or labor, I simply paid the most urgent ones out of my own pocket and took a receipt. Then when Mr. Bidwell (the fourth, by the way) stepped in, I turned everything over to him as per instructions from Mr. Barry.

Accounts as far back as early in the spring of 1916 have been gone over carefully and checked by both myself and Mr. Bidwell, and whatever reports he submits to you can be relied on. I wish to state here that Mr. Bidwell is the most efficient and conscientious man along these lines that Mr. Griffith ever had out here - having the advantage of a knowledge of farming besides executive and clerical training.

Mr. Banzhaf --- #2




# Carl E. Fr. Sterulov

~~XXXX

FORM 515-1-16-2M.

A. J. Woodruff. H. A. Woodruff L. A. Woodruff.

D.W.G. [redacted]

ESTABLISHED 1876.

# A. J. Woodruff & Company

## Customs Brokers

FORWARDING, RECEIVING, COLLECTION AND PASSPORT AGENTS.

68 Broad Street.

CABLE ADDRESS RUFFWOOD. CODES A.B.C. AND WESTERN UNION.

Telephone 1234 Broad.

New York, JUL 30 1917 19

Mr D W Griffith

We have received from Edison

Cellar

with instructions to clear at Custom House and deliver to you.

We hand you herewith our bill for duty and charges, amounting to $ 63 15, which amount kindly remit.

~~Also find owner's declaration, which please sign and execute on line marked X and swear to same before a Notary Public who must affix his seal of office, and return.~~ Please send shipping instructions.

Yours very truly,

A. J. WOODRUFF & CO.,

Form No. 500, 2M. 6-1916.

NEW YORK, _____ 191

Mr D.W. Griffith Long Acre Building Broadway

# To A. J. WOODRUFF & CO., Dr.

FORWARDING
RECEIVING
PASSPORT
COLLECTION } AGENTS

**CUSTOMS BROKERS**

**No. 68 BROAD STREET**

D. W. G. Co

TELEPHONE 1234 BROAD

CABLE ADDRESS RUFFWORD

Inv E Elwood

MARKS D.W.G NUMBERS 834 STEAMERS CHICAGO

| | | |
|---|---|---|
| CHARGES ON BOND FOR OWNERS OATH | | |
| " INTERNAL REVENUE STAMPS | | |
| " BOND FOR BILL OF LADING | | |
| " CARTAGE | | 75 |
| " FORWARDING | | 60 |
| " STORAGE | | 300 |
| " BROKERAGE | | |
| " INSURANCE | | |
| " FREIGHT | | 1240 |
| FOREIGN CHARGES | | |
| STOREKEEPER'S CHARGES | | |
| DUTY | | |
| 58 30 x 60 = | 34.98 | |
| 834 x 40 = | 9.34 | |
| 926 x 30 | 2.78 | 47.10 |
| | | $63.85 |

PAID
AUG 2 1917
A. J. WOODRUFF & CO.
Per

Check #139

7-30-17

Dear Mr Banzhaf:-

I went to see the Manager of the Woodley Theatre today regarding the "Griffith" picture.

He said Mr Marley, the local Triangle Manager told him to advertise "Madam Bo Peep" as a Griffith production, on the strength of the story of a chauffeur who claimed he personally saw D W Griffith in the picture directing a few scenes.

The Theatre Manager is a pretty decent sort of a chap and feels that he is doing wrong but at loss how to correct matters without injuring his business. Says he will see that nothing more gets into the papers, but he can't correct the bill boards. However they will be re-papered Thursday of this week.

There is considerable gossip

in town over the Triangle announcements regarding this picture.

E C Bidwell

HARRY E. AITKEN, PRESIDENT
D. W. GRIFFITH, VICE-PRESIDENT

ROY AITKEN, SECRETARY
ALBERT H. T. BANZHAF, TREAS

# D. W. GRIFFITH'S
MOTION PICTURE PRODUCTION
# "THE BIRTH OF A NATION"
PRODUCED BY
## EPOCH PRODUCING CORPORATION
EXECUTIVE OFFICES
Longacre Building, 42nd Street and Broadway, New York

TELEPHONE, BRYANT 5293-5294

J. J. McCARTHY
GENERAL MANAGER

THEODORE MITCHELL
GEN'L PRESS REPRESENTATIVE

July 31 1917

Mr A.H T.Banzhaf,
New York City

Dear Mr Banzhaf:-

The enclosed is evidently another case of costumes that D.W.G. has sent here. Will you please attend to it and oblige

Yours sincerely,

D. W. Griffith

618 Fay Bldg.,
Los Angeles, Cal.

July 31, 1917

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:-

I am attaching herewith in duplicate, copies of my cash accounts for the month of July - three sheets to cover the month. I have sent the original copy to Mr. Barry.

The sheet showing the ranch expenditures I think you will find clear. I neglected to state in my foot note on the ranch that the labor item is high because it includes men who worked a part of July, and also includes a regular man who quit and drew part of his salary that he would have received in August.

The item covering auto repairs is for Sternlov's auto which he uses going back and forth to the ranch, and for chasing up prospective buyers for the oil rig.

Yours very truly,

E. C. Bidwell

DWG Corp

July 31st 1917

Charles V. Duffy, Esq.,
Collector, U.S. Internal Revenue,
Newark, New Jersey.

Sir:

Enclosed please find capital stock tax report of the D.W.G. Corporation.

Respectfully,

R

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TO THE WESTERN UNION TELEGRAPH COMPANY, DR. [redacted]

INCORPORATED

JULY 1917 NYCITY

| MONTH AND DAY | DESTINATION | | | AMOUNT |
|---|---|---|---|---|
| 3 | GRIFFITH | LONDON | 21 | 5 25 |
| 6 | " | " | 80 | 7 20 |
| 28 | " | " | 36 | 9 00 |
| 28 | " | " | 37 | 9 25 |
| | | | | 30 70 |

Suspend

by DWG Cryp check 4/17/73.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

August 1st 1917

A.J. Woodruff & Co.,
68 BroadStreet,
New York City.

Gentlemen:

Enclosed please find check to your order for $63.85 in full payment of the within invoice addressed to David W. Griffith.

Will you kindly have this package forwarded to the David W. Griffith Attractions, 1476 Broadway, New York City. Kindly return the receipted bill to me at the above address.

Truly yours,

AHTB/R

Encs.

TELEPHONE CIRCLE 1616

D.W.G. Corp.

NEW YORK, Aug 1st 1917

# CHAS. E. RIESS & CO., INC.

AUTOMOBILE MANUFACTURERS AND DISTRIBUTORS

1741 BROADWAY AT 56TH STREET

Hupmobile
Car of the American Family

Miss M R Gish
c/o A H Banzhof
2 Rector St.
City

| | | | | |
|---|---|---|---|---|
| Apr 20 | Cash | Lic Pl. | 5 00 | |
| May 25 | | | 38 50 | |
| 17 | | | 196 00 | |
| 28 | | | 27 00 | |
| June 2 | | | 95 | |
| 11 | | | 550 | |
| 11 | | | 7 75 | |
| 30 | | | 5 40 | |
| 30 | | | 75 | 1050 85 |
| | Credit | | | |
| Apr 19 | Cash | | 10 10 00 | |
| 21 | " | | 1 50 | |
| 29 | " | | 93 50 | |
| Aug 31 | Cr. | Memo | 550 | 195 50 |
| | | | | 98 35 |
| | Insurance | | | 156 96 |
| | | | | 255 31 |

D.W.G. Corp.

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

August 1st 1917

Mr. David W. Griffith

-To-

ALBERT H. T. BANZHAF, DR.

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

| | |
|---|---|
| To retainer for months of June and July | $300.00 |
| Telegrams | 3.70 |
| | $303.70 |

Check #

Received payment,
1917. AUG - 9 1917
AHTBanzhaf

RENTING A SPECIALTY

HOME PHONE CITY 2281

Pencil

# JOHN RIEHL

## REAL ESTATE IN ALL ITS BRANCHES

504 WEST JEFFERSON STREET

SECOND FLOOR

LOUISVILLE, KY. August 2,1917

Mr. Albert T. Banshof
# 2 Rector Street
New York, N. Y.

Dear Sir:-

I am writing you a few lines to find out if you have heard anything from Mr. Dave Griffith whether he has returned from London, England, or have you any news at all from him as to when he will return.

The people who have purchased the property 2918 Portland Avenue, this city, are very anxious to have this matter settled, as the property is going to wreck, and if this matter cannot be settled, they wish to withdraw their contract for purchasing the property.

Hoping that you will let me hear from you at your earliest convenience, I beg to remain,

Yours very respectfully,

John Riehl

D.W. Griffith

618 Fay Bldg.,
Los Angeles, Cal.

Aug. 3, 1917

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:-

I am quoting below a telegram I just received from Mr. Barry, and also my reply.

---

New York, N Y, Aug 3, 1917

E C Bidwell
618 Fay Bldg., Los Angeles

Three hundred of remittance received by you July thirtieth belonged to J F Barry Union National Bank Pasadena please transfer same to his credit today.

J A Barry

---

Los Angeles, Cal. Aug. 3, 1917

J A Barry,
807 Longacre Bldg. New York

Had no means of knowing three hundred was for J F Barry and as I had asked for five hundred ninety four to cover two weeks back salary I supposed you meant your remittance of July thirtieth for this purpose and paid salaries accordingly. Have only fifty five on hand now. Would not have this much except by saving on auto hire for school picture.

E C Bidwell

I am quoting the above messages for your information,

D.W.Griffith

and to illustrate the exasperating conditions under which I am working. We have been one week behind in salary all during July and I naturally supposed Mr. Barry was sending remittance to cover. Personally, I can stand being behind in salary, but the watchmen on the lot have not much to do but to talk and while I don't know that they have complained to outsiders, I have heard reports that Griffith's own men never know whether or not they are going to get their wages.

I will forward copy of statement of cost of prints for Russian Picture in a day or so.

Yours very truly,

E C Bidwell

7

DWG Crd

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

August 4th 1917

Mrs. G. W. Bitzer,
1834 Canyon Drive,
Los Angeles, Calif.

Dear Mrs. Bitzer:

We enclose herewith check to your order for $250. which is for the account of Mr. Bitzer for salary week ending August 4th.

Kindly acknowledge receipt.

Very truly yours,

DAVID W. GRIFFITH CORPORATION

Sec. & Treas.

R

Enc.

**D. W. G. CORPORATION**

No. 40 JERSEY CITY, N.J. AUG 4 1917 191

PAY TO THE ORDER OF Mrs G W Boyd $250.00

Two Hundred Fifty and 00/100 DOLLARS

D. W. G. CORPORATION

Albert W. Barnhart

TREASURER President

TO THE COMMERCIAL TRUST COMPANY
OF NEW JERSEY. 55-41
JERSEY CITY, N.J.

DWG-P

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

August 4th 1917

Mr. John A. Barry,
c/o Epoch Producing Corporation,
1476 Broadway,
New York City.

Dear Mr. Barry:

Enclosed please find check to the order of Ralph De Lacy for $78, for salary week ending August 4th.

Truly yours,

DAVID W. GRIFFITH CORPORATION

Sec. & Treas.

R

Enc.

Swyc rp Aug 6, 17
R.W.S. Co

My dear Mr Banghof,

Received check payable to July 28, 17 and would be very much oblize if you could send this weeks and one weeks salary in advance as I have a mortage and other expences on hand. Thanking you in advance I am Sincerely Yours

Mrs G. W. Bitzer.

Private

August 6. 1917.

Dear Mr. Griffith.

Since the production of "The Birth of a Nation" here, I have frequently been urged to write to you, indeed one of your own personal friends in Los Angeles has written, begging me to

arrange to see you
before you again leave
this side in order to
consult you with reference
to the filming of
a work of mine, which
was once made the
subject of a magnificent
pageant in New Orleans,
and which undoubtedly

would lend itself to
'filming' with a result
altogether original and
superb. Can you arrange
to see me? – if not
in these holiday times,
in September? If you
are anywhere 'resting'
near Wales (where I
go for a holiday) could
we not foregather?
I don't think I need

To introduce myself, as I have so many thousands of readers and friends in your glorious land!

Faithfully yours

(Miss) Marie Corelli

To W. D. Griffith Esq.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Western Analine Products Corp

E. C. Bidwell.
618 Fay Bldg.,
Los Angeles, Cal.

August 6, 1917

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Mr. J. A. Barry,
807 Longacre Bldg.,
New York, N. Y.

Dear Sirs:-

In a general way I wish to lay before you the following statements which will explain why I have not kept you more fully advised in regard to recent events in connection with the proposition for the manufacture of a substitute for Metol, as outlined in the contract Mr. Griffith entered into in April, 1916, with Hugo E. Fredrick, Joseph Altschuler, and Arthur R. Maas.

Recently Mr. Fredrick, the chemist who was engaged for the experimentation, has been getting more and more impatient over the delay in going ahead with the proposition. He contended that his part to the agreement had been fulfilled a year ago when he was able to produce in a small quantity a uniform substance that would develop films and papers satisfactorily; and that the results of his work and experimentation from September 1st of last year until March of this year were further proofs of his ability to produce a satisfactory developer - he having produced a developer which he called "Droxamine" that was used locally in sufficient quantity to establish a demand for it on the market.

Mr. Fredrick claimed that since Mr. Barry's visit out here in March of this year, he has done nothing for the $25.00 a week salary that he has been receiving, and that it was not what he wanted at all. He wants to go ahead and manufacture at once while the market, due to the war, is still in a condition that would permit establishing this business. To keep on waiting until the war is nearly over and then meet German competition might defeat the whole business, and all the money that Mr. Griffith and Mr. Woods have put into the proposition would be lost - to say nothing of the two years of time that Mr. Fredrick himself has devoted to this matter. On the other hand, if the business is gotten under way speedily it can be well established by the time it will be necessary to meet foreign competition.

Mr. Fredrick, therefore, threatened to hold the contract with Mr. Griffith as void and cancelled because of Mr. Griffith's prolonged absence and consequent inaction in going ahead as per terms of the contract, and he secured legal advice to this effect. He had offers from various money people out here to back him at once. If he had accepted any of these offers he claims that it was his intention to protect Mr. Griffith's interest as a matter of equity. He consulted Mr. Woods and it was agreed to proceed with the organization of a stock company, for which ample capital is available. In this new company, to be known as the Western Aniline Products Company, Mr. Fredrick in representing himself, Mr. Griffith, and Mr. Woods, is to have 50% of the stock for the formula; the other 50% is to be sold for cash at par - the company being capitalized for $20,000.00 (400 shares at $50.00 each). Among the subscribers for stock are representative men connected with several of the different studios and film laboratories in Los Angeles, thus insuring influence for the sale of a large proportion of the product for which we are constantly receiving inquiries, and a good market seems assured.

Of the $10,000.00 of stock to be sold for cash, probably only $5000.00 or $6000.00 will be issued at once, and this is to be utilized for the erection of a plant capable of turning out a ton of "Droxamine" a month, and the expense of the early operation of same.

If you will consult the contract in Mr. Barry's hands you will note that there were originally four partners, each holding a one-quarter interest in the proposition. As Mr. Barry will remember, when money was needed and Joseph Altschuler offered to dispose of his interest to Ira E. Browne, Mr. Woods thought that for Mr. Griffith's protection this would not be safe and he bought the interest himself in trust for Mr. Griffith and advanced the money needed at that time, amounting to $500.00.

Later, acting with Mr. Barry's assent, the quarter interest of Arthur R. Maas who had done nothing to promote the project (and who, by the way, was entitled to a quarter share in the profits should there ever have been any) was acquired for the benefit of the other three partners - thus leaving three partners having technically equal voice.

It is the idea of Mr. Fredrick and Mr. Woods to have Mr. Fredrick hold intact the $10,000.00 of stock received for the formula, to be divided later as may be mutually agreed upon by Mr. Griffith, Mr. Woods, and Mr. Fredrick after Mr. Griffith's return to this country.

Of course, the payments that Mr. Griffith is making to Mr. Fredrick for salary will cease immediately on the organization becoming effective.

In endorsing all of this, Mr. Woods has felt that it was

the only course possible to save Mr. Griffith's interest and his own, and he has sufficient faith in the matter that he is also taking further cash stock in the company besides.

It will be three months, and possibly four, before the actual production of "Droxamine" in quantities can be accomplished, owing to the long delay necessary in filling orders for equipment to be shipped from the east; but it need not be that long before operations can be commenced on a limited scale. There are to be no big salaries and no staff maintained until operations are actually ready to be commenced, so that the cash subscribed now will not be used up in advance.

The organization provides for five directors of whom Mr. Fredrick, Mr. Woods, and Hugh McClung have been selected in the temporary organization.

The whole proposition looks now to be very encouraging and there will be no difficulty in disposing of all the stock immediately; in fact several applications for subscription have already been refused.

According to work performed in the two experimental plants on the old Fine Arts lot, "Droxamine" can be manufactured at $1.50 to $2.00 per pound, depending upon the cost of raw chemicals and labor; and the least we sold it for was $8.00 per pound in quantity, and $10.00 to $13.00 in single pound lots.

I have waited before sending you these details until the thing had assumed something like a definite status, with the knowledge that the money Mr. Griffith pays Mr. Fredrick for salary will be returned to him in paid up stock at a profit, besides putting the company on a sound business basis with every prospect of substantial profits in the future instead of a constant cash expense with no prospects of future profits as has been the case so far.

Up to the present time Mr. Griffith has put $3556.17 into this proposition, and Mr. Woods $500.00. I am working upon a statement covering these expenditures and will forward copies in a day or two.

Yours very truly,

E. C. Bidwell

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT
DA61CH KC 47 NL

FX LOSANGELES CALIF AUG 7 1917

J A BARRY

807 LONG ACRE BLDG NEWYORK

FUNDS REQUIRED AS FOLLOWS LAST WEEK NOT RECEIVED FOUR TWENTY NINE THIS WEEK SALARIES ONE SEVENTY TWO RENT BIG LOT EIGHTY FIVE TOTAL SIX EIGHTY SIX STOP HUCK AND COLLEEN OFF PAYROLL THIS WEEK COLLEEN HAS FIVE OR SIX WEEKS WITH UNIVERSAL BLUE BIRD BEGINNING THIS WEEK

E C BIDWELL

647AM8TH

429
172
85
686

DWSck #45

Griffith
Ranch-Kentucky prop

August 7th 1917

Mr. John Riehl,
504 West Jefferson Street,
Louisville, Kentucky.

Dear Sir:

I have your favor of the 2nd inst. relative to the return of Mr. Griffith and the re-acknowledgment of the deed for the Portland Avenue property.

I beg to advise that I have been expecting Mr. Griffith to return most any week, but now believe that it will be a matter of three or four weeks before his return. At this late date I do not believe it wise to send him a copy of the deed for re-execution.

Why is it not possible for the purchasers to enter into possession of the property, as though the deed had actually been delivered? There is no question in fact that the same has been executed by Mr. Griffith, and I see no reason why immediate possession cannot be taken by the purchasers. I inquired of you some time ago if I could not acknowledge the same as attesting witness before a notary public, as Mr. Griffith executed the deed in my presence, and it was I who took his acknowledgment thereof

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

J.Riehl--#2 A.H.T.Banzhaf --(8/7/17)

as commissioner of deeds. If this is possible, advise me at once and I will acknowledge the same as attesting witness before a notary public and forward the same to you.

Very truly yours,

AHTB/R

1.

I will take over "Intolerance" and book it in large picture theatres on percentage, playing at 25 and 50c. prices. I will finance and assume all responsibility of the production, and retain 25% of the profits, that is 25% of all money sent in by the travelling companies after operating expenses of each company is paid. I will not charge any salary for myself or others in my office

2.

or any office expense against the companies. Each company will only be charged with following weekly expenses:— manager $75, agent $75, musical director $75, printing about $100, Railroad fares about $25, and share of advertising about $250, a total of about $600.00 weekly.

If each show plays to $3000.00 weekly, there is $1500. profit $900. 18 shows $7200. 35 weeks $252,000.

3

I think the profits for a season of 35 weeks from Sept. 15 to May 15 would be about $250,000.00

This system of booking must be done by personally travelling to all the towns and cannot be done from any office.

Prompt decision desirable as it is now time to begin booking for the season.

Form 2589

# WESTERN UNION

WESTERN UNION

CABLEGRAM **DAY LETTER** CABLEGRAM

GEORGE W. E. ATKINS, VICE-PRESIDENT NEWCOMB CARLTON, PRESIDENT BELVIDERE BROOKS VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

SEND the following ~~Day Letter~~ Cablegram, subject to the terms on back hereof, which are hereby agreed to

AUGUST 10 1917

DAVID GRIFFITH HOTEL SAVOY LONDON

MC SWEEN OFFERS HANDLE AND FINANCE INTOLERANCE IN FIRST CLASS PICTURE HOUSES FOR CONSIDERATION TWENTYFIVE PERCENT GROSS RECEIPTS FROM TRAVELING COMPANIES WHOSE EXPENSES NOT TO EXCEED SIXHUNDRED each WEEKLY HE TO PAY ALL EXPENSES OF CENTRAL OFFICE OUT OF HIS SHARE ESTIMATES GROSS PROFIT TWOHUNDRED FIFTYTHOUSAND FOR THIRTYFIVE WEEKS MAKING NET TO COMPANY ONEHUNDRED EIGHTYSEVENTHOUSAND FIVEHUNDRED WESTERN PURCHASERS LOSING MONEY ROAD SHOWS AITKEN INSISTS WARK TAKE PERCENTAGE SEPARATE OFFICE MC SWEEN PROPOSITION WOULD OBVIATE THIS HIGH BUT OTHERWISE GOOD PROPOSITION

BANZHAF

From:
A.H.T.Banzhaf,
#2 Rector Street, New York City.

RENTING A SPECIALTY

HOME PHONE CITY 2281

# JOHN RIEHL

## REAL ESTATE IN ALL ITS BRANCHES

504 WEST JEFFERSON STREET

SECOND FLOOR

Rank

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

LOUISVILLE, KY. August 10th, 1917

Mr. Albert H. T. Banshof
# 2 Rector Street
New York City, N. Y.

Dear Sir:-

Your letter of August 7th at hand in reference to the property located at 2918 Portland avenue, this city.

I took the matter up with the Title Company in reference to the signature and acknowledgement of Mr. Dave Griffith, and they will not accept anything only the acknowledgement of Mr. Dave Griffith's signature by himself, so I have also take this up with the party who is purchasing the property and they said that they would wait three or four weeks longer, after having waited this long. As soon as Mr. Dave Griffith returns, I would ask you to please have him acknowledge his signature and forward deed to me.

Yours very respectfully,

John Riehl

JR-EHG

#82

BEFORE THE

COMMISSIONER OF CORPORATIONS

OF THE STATE OF CALIFORNIA.

| | |
|---|---|
| IN THE MATTER OF THE APPLICATION OF THE WESTERN ANILINE PRODUCTS COMPANY, a corporation, FOR THE ISSUANCE OF ITS SHARES OF STOCK. | PETITION. No._____ |

Comes now your petitioner, the WESTERN ANILINE PRODUCTS COMPANY, a corporation, and petitions the Honorable Commissioner of Corporations of the State of California for permission to issue and sell its shares of stock, and in that behalf alleges, as follows, to-wit:-

1. That on or about the 26th day of July, A.D., 1917, there was filed in the office of the County Clerk of the County of Los Angeles, State of California, ARTICLES OF INCORPORATION of the Western aniline Products Company, and on said 26th day of July, A.D.,1917, the said County Clerk of the County of Los Angeles duly certified a copy of said Articles of Incorporation under his hand and official seal to be a full, true and correct copy of the original thereof as remains on file in his office.

2. That thereafter and on or about the 30th day of July, A.D., 1917, there was filed in the office of the Secretary of State of the State of California at Sacramento said copy of said Articles of Incorporation certified by the County Clerk of the County of Los Angeles as aforesaid, and on said 30th day of July, A.D., 1917, the said Secretary of State of the State of California issued a charter to the Western Aniline Products Company, and contemporaneously with or subsequent to the issuance of said charter your petitioner paid to said Secretary of State all the

WILLIAM ELLIS LADY
ATTORNEY AND COUNSELLOR
915 HOLLINGSWORTH BUILDING
LOS ANGELES
OFFICE F-7777 RESIDENCE 60228
BDWY 295 WILSHIRE 2255

fees, charges and demands provided by law.

3. That there is attached hereto, Marked Exhibit "A" and made a part of this petition a copy of said Articles of Incorporation of said Western Aniline Products Company duly and regularly certified by the Hon.Frank C. Jordan, Secretary of State of the State of California, under his hand and the Great Seal of the said State of California, to be a correct transcript from the original copy of Articles of Incorporation of said Western Aniline Products Company now on file in his office.

4. That there have been issued by the Western Aniline Products Company heretofore no securities of any kind, except five certificates of stock for one share each, being shares to qualify the Directors thereof.

5. That it is proposed to issue $20,000.00 worth of stock, neither common nor preferred, at par, one-half of which is to be sold for cash and the other one-half to be issued for certain property consisting of secret formulae, as appears from communication from Mr.Hugo E. Fredrick to the Board of Directors of the Western Aniline Products Company and the resolution of said Board of Directors, both of which will be hereinafter referred to.

6. That no commission or brokerage is to be paid for the sale of any of the stock it is proposed to issue, the corporation to receive par for one-half of its stock and the secret formulae mentioned above for the other one-half of its stock.

7. That said corporation so far has no assets or liabilities.

8. The machinery necessary for the production of "Droxamine" and its by-products and also the other chemicals it is proposed to manufacture is enumerated below. Most of the equipment for this plant can be secured in Los Angeles, and construction of foundations, pipe work, etc., can be begun as soon as sufficient money is on hand so that there will be no delay in setting machinery when delivered.

WILLIAM ELLIS LADY
ATTORNEY AND COUNSELLOR
915 HOLLINGSWORTH BUILDING
LOS ANGELES
OFFICE F-7777 RESIDENCE 60228
BDWY 295 WILSHIRE 2255

WILLIAM ELLIS LADY
ATTORNEY AND COUNSELLOR
915 HOLLINGSWORTH BUILDING
LOS ANGELES
OFFICE F-7777 RESIDENCE 60228
BDWY 295 WILSHIRE 2255

Following is an outline of what equipment will be required:

| | | |
|---|---|---|
| 1. Main Steps: | | |
| Reducing tank motor driven agitator, | $200.00 | |
| Filter Station (made in east) | 220.00 | |
| Filter Station Auxiliary | 50.00 | |
| Sulphuric Acid Proof Evaporator & Condenser, | 550.00 | |
| Vacuum pump, | 200.00 | |
| Total | | $1220.00 |
| 2. Heating: | | |
| Five horse power up-right boiler with crude oil burner, | $100.00 | |
| Total | | 100.00 |
| 3. Purification and Recrystalization: | | |
| Precipitation tank, | $ 10.00 | |
| 50 Gallons enameled vacuum evaporator made in east, | 525.00 | |
| Centrifugal Drier, | 220.00 | |
| Pebble Mill, | 25.00 | |
| Finishing Filter, | 25.00 | |
| Total, | | 905.00 |
| 4. Methylating Equipment: | $150.00 | |
| One cast iron auto-clave, | | |
| Total, | | 150.00 |
| 5. Weighing: | | |
| Crude chemicals, | $15.00 | |
| Finished products, | 25.00 | |
| Total, | | 40.00 |
| 6. Control Laboratory: | | |
| Organic determination equipment, | $500.00 | |
| Total, | | 500.00 |
| 7. Labor for constructing plant: | | |
| Carpenter work depending on location and dimensions of buildings, estimated about, | $250.00 | |
| Plumbing and steam fitting, | 350.00 | |
| Total, | | 600.00 |
| 3 months rent, | | 300.00 |
| Salary of construction foreman, (Chemist Superintendent, | | 250.00 |
| Total cost | | $4,065.00 |

The following figures for operation by the month are based upon weekly capacity of 500 pounds per week. When manufacturing less than 500 pounds per week it is safe to estimate

70% of these figures:

Labor:

| | | |
|---|---|---|
| 1 chemist-superintendent, | $150.00 per mo. | |
| 1 engineer-mechanic, | 125.00 per mo. | |
| 2 helpers @ $15.00 per wk. | 120.00 per mo. | |
| 1 girl or boy for packing @ $10.00 per wk. | 40.00 | |
| Total | | $435.00 |

Miscellaneous items of production costs:

| | | |
|---|---|---|
| Fuel, crude oil or distillate, | $ 50.00 per mo. | |
| Electric power, | 15.00 per mo. | |
| Rent plant and office, | 100.00 per mo. | |
| Bottle, cans, labels, etc. | 100.00 per mo. | |
| Incidentals, lab., supplies, etc. | 50.00 per mo. | |
| Total, | | $315.00 |
| Cost of raw chemicals for 1 month's capacity run @ 500 lbs. per week, | | $2000.00 |
| Total operating cost for one month, chemicals, labor, rent, and incidentals, | | $2750.00 |

9. A general statement of the nature and plans of the Western Aniline Products Company will appear from the communication of Mr. Hugo E. Fredrick to the Board of Directors of this corporation hereinafter referred to, a copy whereof is attached hereto, marked Exhibit "B" and made a part hereof.

10. The present Directors of the Company are:

| Name | Street address. | City. |
|---|---|---|
| Mr. Hugo E. Fredrick, | 1271 Lyman Place, | Los Angeles, Cal. |
| Mr. John Gaenzle, | Hotel Pepper, | Los Angeles, Cal. |
| Mr. V. J. Cobb, | Hollingsworth Bldg., | Los Angeles, Cal. |
| Mr. Frank E. Woods, | 3607 Sunset Bvd., | Los Angeles, Cal. |
| Mr. H. C. McClung, | 1325 Dryden St., | Glendale, Cal. |

The present Officers of the Company are:

| | |
|---|---|
| Mr. Hugo E. Fredrick, | President; |
| Mr. John Gaenzle, | Vice-President; |
| Mr. V. J. Cobb, | Secretary; |
| | Treasurer. |



WILLIAM ELLIS LADY
ATTORNEY AND COUNSELLOR
915 HOLLINGSWORTH BUILDING
LOS ANGELES
OFFICE F-7777 RESIDENCE 60228
BDWY 295 WILSHIRE 2255

WILLIAM ELLIS LADY
ATTORNEY AND COUNSELLOR
915 HOLLINGSWORTH BUILDING
LOS ANGELES
OFFICE F-7777 RESIDENCE 60228
BDWY 295 WILSHIRE 2255

Messrs. Gaenzle and Cobb are temporary officers and directors and have no interest in the success of the project except as original incorporators, and their places and that of Treasurer will be filled by other persons who are stockholders as soon as they can be agreed upon which will be immediately upon this petition being granted. These officers and directors will be experienced in the business, either in the manufacture or use of the product to be manufactured by the corporation.

Mr. Woods is prominent in motion picture production, being formerly closely identified with Mr.D.W.Griffith, who attained so much fame and distinction in producing the firm "The Clansman" and "Intolerance". Mr.Woods is at present Manager of Production for the Famous Players, Lasky, Paramount and Morosco corporations.

Mr.McClung is identified with the Fox Studios in an important capacity, holding a responsible position.

Mr.Fredrick is a well known chemist, of many years chemical research, and has put in about two years experimenting with and developing the formulae which it is proposed to transfer to this corporation.

Mr.Woods has subscribed for at least $500.00 and perhaps $1000.00 worth of the stock of this corporation in addition to what portion he may receive from the stock it is proposed to issue for the formulae.

Mr.McClung has subscribed for $500.00 worth of the stock of this corporation.

Mr.Fredrick has subscribed for $500.00 worth of the stock of this corporation in addition to what portion he may receive from the stock it is proposed to issue for the formulae.

Other subscribers to the stock of this corporation are:

| | |
|---|---|
| Charles Thoren, | $500.00 |
| Ira E. Brown, | 500.00 |
| E. C. Bidwell, | 100.00 |
| M. Schreckengast, | 100.00 |
| Otto Lincolnheldt, | 100.00 |

and others.

The balance of the stock of this corporation is fully subscribed, payable in cash, except the stock it is proposed to issue for the formulae, hereinafter mentioned.

11. On or about the 3d day of August, 1917, Mr. Hugo E. Fredrick made to the Board of Directors of this corporation a written proposition to transfer to this corporation certain formulae for the transfer to him or his nominees 200 shares of the capital stock of this corporation of the par value of $10,000.00, fully paid up, a full, true and correct copy of which proposition is attached hereto, marked Exhibit "B" and made a part hereof.

12. That after careful consideration of said written proposition made by Mr.Fredrick, the members of the Board of Directors of this corporation and all the persons subscribing for the stock thereof, thought it to the best advantage of the corporation to accept his proposition and to issue 200 shares of the capital stock of this corporation upon receiving formal authority from the Honorable Commissioner of Corporations so to do, and thereafter and at a regular meeting of such Board, to-wit on August 3, 1917, a resolution accepting said proposition was duly and regularly passed by it, Mr.Fredrick and Mr.Woods not voting, the adoption of said resolution being concurred in by all prospective stockholders.

13. A full, true and correct copy of said resolution is attached hereto, marked Exhibit "C" and made a part hereof.

14. That it is for the best interests of the corporation to accept the proposition of Mr.Fredrick.

15. That at the same meeting the Board of Directors of this corporation unanimously passed a resolution authorizing the sale of the balance of the stock of this corporation, to-wit, 200 shares, at par to the corporation, a full, true and correct copy of which is attached hereto, marked Exhibit "D" and made a part hereof.



WILLIAM ELLIS LADY
ATTORNEY AND COUNSELLOR
915 HOLLINGSWORTH BUILDING
LOS ANGELES
OFFICE F-7777 RESIDENCE 60228
BDWY 295 WILSHIRE 2255

16. That there is attached hereto a copy of the stock certificates it is proposed to issue by this corporation, the same being marked Exhibit "E" and made a part hereof.

WHEREFORE, your petitioner prays that a permit be issued by the Honorable Commissioner of Corporations authorizing this corporation to issue 200 shares of its capital stock, fully paid, to Mr.Hugo E. Fredrick, or his nominee, in accordance with his written proposition and the resolution of the Board of Directors of this corporation, a copy of each whereof is attached hereto, marked Exhibits "B" and "C" respectively, and made a part hereof, and to issue 200 shares of its capital stock upon the receipt by it of full par value therefor, or such lesser number of shares as the Directors of said corporation may determine, and for such other authority as is proper in such cases made and provided.

WESTERN ANILINE PRODUCTS COMPANY,

By John Gaenzle
Vice-President,

(Seal)

Attest V. J. Cobb
Secretary.

State of California )
) ss.
County of Los Angeles)

John Gaenzle and V.J.Cobb, being severally first duly sworn, on their oath, depose and say:

That they are, respectively, Vice-President and Secretary of the Western Aniline Products Company; that as such Vice-President and Secretary they are authorized to make this application to the Honorable Commissioner of Corporations of the State of California; that they have heard read the foregoing petitioner and know the contents thereof and that the same is true as they verily believe.

John Gaenzle
V. J. Cobb

Subscribed and sworn to before me this 10th day of August, 1917.

(Seal) W. E. Lady
NOTARY PUBLIC.

WILLIAM ELLIS LADY
ATTORNEY AND COUNSELLOR
915 HOLLINGSWORTH BUILDING
LOS ANGELES
OFFICE F-7777 RESIDENCE 60228
BDWY 295 WILSHIRE 2255

S. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D.W.G. Co

August 11th 1917

Mrs. G. W. Bitzer,
1834 Canyon Drive,
Los Angeles, Calif.

Dear Mrs. Bitzer:

Enclosed herewith please find check to your order for $250., being for account of Mr. Bitzer's salary for week ending August 11th.

Kindly acknowledge receipt.

Very truly yours,

DAVID W. GRIFFITH CORPORATION

Sec. & Treas.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

R

Enc.

**D. W. G. CORPORATION**

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

No. 46 JERSEY CITY, N.J. AUG 11 1917 191

PAY TO THE ORDER OF Mrs. G. W. Bitzer $250.00

Two Hundred Fifty and no/100 DOLLARS

D. W. G. CORPORATION

Albert N. Barnhart
~~TREASURER~~ President

TO THE COMMERCIAL TRUST COMPANY
OF NEW JERSEY. 55-41
JERSEY CITY, N.J.

DAVID W. GRIFFITH, PRESIDENT

ALBERT H. T. BANZHAF, SECRETARY AND TREASURER

# DAVID W. GRIFFITH CORPORATION

EXECUTIVE OFFICES:

LONGACRE BUILDING, 42ND STREET AND BROADWAY, NEW YORK

TELEPHONE, BRYANT 5293--5294

August 11th 1917

Mr. Ralph De Lacy,
c/o Epoch Producing Corporation,
1476 Broadway,
New York City.

Dear Sir:

Enclosed herewith please find check to your order for $78, being for account of salary for week ending August 11th.

Kindly acknowledge receipt.

Truly yours,

DAVID W. GRIFFITH CORPORATION

Albert H. T. Banzhaf

Sec. & Treas.

Received Payment
Ralph De Lacy

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

R

Enc.

#81

Aug 11, 1917

STATE CORPORATION DEPARTMENT
OF THE
STATE OF CALIFORNIA.

In the matter of the application of )
WESTERN ANILINE PRODUCTS COMPANY ) PERMIT.
for a certificate authorizing it to sell )
its securities. )

William Ellis Lady,
Attorney for Applicant.

Pursuant to its application, WESTERN ANILINE PRODUCTS COMPANY is permitted to sell and issue shares of its capital stock as follows:

1st. To Hugo E. Fredrick 200 shares in exchange for the assignment and transfer first to be made by him to said applicant of all the right, title and interest in and to certain formulas and secret processes for the manufacture of the chemicals described in said application, and

2nd. 200mshares at par, for cash, lawful money of the United States, for the uses and purposes described in said application and so as to net said applicant the full amount of the selling price thereof.

This permit is issued upon the following conditions:

1. That, when issued, all certificates evidencing any of said 200 shares herein authorized to be issued to Hugo E. Fredrick shall forthwith be deposited with the Commissioner of Corporations, or with a depositary to be selected by said Hugo E. Fredrick and approved by said Commissioner, to be held as an escrow pending the further order of the Com issioner, and while said certificates shall be so held the shares evidenced thereby shall not be sold or offered for sale, or otherwise transferred and neither shall said Fredrick agree to sell the same, without the consent of said Commissioner shall have been first obtained in writing so to do.

2. That prior to the issuance of any of said shares, said Hugo E. Fredrick shall first duly execute and deliver to said company his agreement in writing wherein and whereby he shall in effect agree that he will not hereafter divulge to any person, other than a duly authorized representative of said company (except with its consent) the secret of said formulas and processes now owned or hereafter acquired, and that upon breach of said agreement he will pay to it as liquidated damages for such injury, a sum equal to the par value of the shares of stock issued to him therefor; and the said Fredrick shall further execute a separate writing, verified under oath by him, in which said formulas shall be fully and accurately described in such form and detail that without information other than that stated in such writing, said chemicals may be perfectly manufactured or compounded in accordance with said formulas by following the process as therein described, which writing, so executed, shall be deposited in a sealed envelope with the Commissioner of Corporations, or with some depositary designated

WILLIAM ELLIS LADY
ATTORNEY AND COUNSELLOR
915 HOLLINGSWORTH BUILDING
LOS ANGELES
OFFICE F-7777 RESIDENCE 60228
BDWY 295 WILSHIRE 2255

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

by said Fredrick and said company, and approved by said Commissioner, to be held as an escrow subject to the order of said Commissioner, that the same may be delivered to said company or its duly authorized representative whenever it shall appear to said Commissioner that such delivery is necessary or expedient for the protection of said company or those interested therein.

3. That a true copy of this permit be exhibited and delivered to each prospective subscriber for or purchaser of said securities before his subscription shall be taken therefor or any sale made thereof to him.

THE ISSUANCE OF THIS CERTIFICATE IS PERMISSIVE ONLY AND DOES NOT CONSTITUTE A RECOMMENDATION OR ENDORSEMENT OF SAID SECURITIES.

Dated Los Angeles, Calif.,
August 11, 1917.

(Signed) H. L. Carnahan.
Commissioner of Corporations.

(SEAL)

WILLIAM ELLIS LADY
ATTORNEY AND COUNSELLOR
915 HOLLINGSWORTH BUILDING
LOS ANGELES
OFFICE F-7777 RESIDENCE 60228
BDWY 295 WILSHIRE 2255

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

12 AUG 1918

17 Boulcott St
Wellington
New Zealand

Mr D.W. Griffiths
Los Angeles (Calif) U.S.A.

Dear Sir,

Enclosed is copy of letter of introduction from your brother Mr Gray, the original I hope shortly to present in person as business is taking me very shortly to Washington.

Mr Gray knew my great appreciation for your creation "Intolerance". There is one word which depts it — the whole picture is an inspiration. Just as a painting or piece of sculpture, the noble creation of an artist draws me again & again to revel in its beauties so did your immortal work during its all too brief stay in Wellington.

Mr Grey had a card from me, written in Syro-Chaldaic or Aramaic, the vernacular at the time of Christ, in Palestine. It is the verse "He who is without sin let him cast the first stone". It is more probable that this was the script on the ground rather than Hebrew as shewn in the close-up in Intolerance.

If I have the honor and pleasure of meeting you during my passage across the States, I would like to lay before you the ideas hinted at in Mr Grays letter.

Briefly. In ancient Greece, in a mountain fastness lived a fell robber who used to invite in to tea, bed & breakfast any traveller he met. If the guest was too short for the bed, he stretched the guest — hence his name Procrustes. If too long, he would lop off their feet.

Theseus, one of the most brilliant figures of the heroic age, reminding us by

his valour, wisdom, & generous love of the fair sex, of a knight of chivalry, destroyed Procrustes. Thesens overpowered him and made him suffer the tortures he had inflicted on others. Date about 2400 B.C

Athens in its glory.

Procrustes is Prussian militarism embodied in Wilhelm II. The bed of Procrustes is german kultur to fit which, Prussian m. is racking and mutilating the allies.

The modern Thesens at the head of his army roots out and utterly destroys modern procrustanism, and makes it suffer the tortures it inflicted on other.

To show how Procrustes lives through the ages, I have designed a new photo. effect for the screen, details of which I will communicate if we meet.

A letter addressed

Union Steamship Co of NZ.
San Francisco

will find me, as I am due there about a fortnight after you receive this.

4

Address

Rev: Father Gottfried

Passenger from Wellington N.Z.

c/o Union Steamship Co of NZ.

San Francisco

I have the honor to be Dear Sir

Yours very respectfully

Ignatius Gottfried

ALBERT L. GREY
MANAGER
AUSTRALIA, NEW ZEALAND
AND THE ORIENT

TELEPHONE · CITY 3951

D. W. GRIFFITH'S
ATTRACTIONS

INTOLERANCE
AND
THE BIRTH OF A NATION

BANKING HOUSE
228 PITT STREET
SYDNEY
AUSTRALIA

2nd August 1917.

Dear Brother,

This will serve to introduce to you Mr J. Gottfried who has been of valuable assistance in the New Zealand tour of "Intolerance". His cultured criticism has been of very real value here, and he is a man whose matured opinion carries weight here.

He is a man of wide knowledge , much travelled, and of real literary ability.

He is putting some of his work before you and I am hoping that this letter will persuade you to devote some of your time to its consideration.

Yours with love and best wishes

Albert

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 2875

# WESTERN UNION

## ANGLO-AMERICAN DIRECT UNITED STATES

# CABLEGRAM

557

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Received at 16 BROAD STREET, NEW YORK

1917 AUG 12 PM 5 28

S394Z PO

LONDON 34

BANZHAF

2 RECTOR ST NYK

DONT UNDERSTAND MCSWEEN PROPOSITION WHO PAYS THE SIX HUNDRED WEEKLY EXPENSE OF WHAT DOES COMPANY CONSIST THINK PICTURE THEATRES GOOD IDEA AND MCSWEEN RIGHT MAN AT PROPER TERMS

GRIFFITH

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

PAGED - 14

Both negotiate

advance agt.
Manager
Musical Director
to furnish printing
60 — profits from each
Co.

| CLASS OF SERVICE | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | X |

If no class of service is designated the telegram will be transmitted as a fast day message.

# COPY OF WESTERN UNION TELEGRAM

Aug 13, 1917

E C Bidwell
618 Fay Bldg
Los Angeles Calif

YOU HAVE NO RIGHT TO SELLGRIFFITHS INTEREST IN CHEMICAL AND INCORPORATE A COMPANY IN WHICH HIS NAME APPEARS IN ANY WAY THIS MATTER MUST WAIT UNTIL MR GRIFFITHS RETURN AM SURPRISED YOU DID NOT ADVISE ME OF THIS MATTER BEFORE

BANZHAF

CHG D W GRIFFITH
807 Longacre Bldg

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

| CLASS OF SERVICE | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | X |

If no class of service is designated the telegram will be transmitted as a fast day message.

# COPY OF WESTERN UNION TELEGRAM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Aug 13, 1917

~~Dxx~~

Karl Brown
618 Fay Bldg
Los Angeles Calif
PERSONAL

AM SURPRISED TO HEAR THAT WORTMAN AND WOODS ARE TRYING TO PATENT IDEA TO WHICH WORTMAN HAS NOT THE SOLE PROPERTY RIGHT AND CANNOT UNDERSTAND HOW WOODS CAN BE A PARTY TO ANY SUCH ACTION WIRE FULLY STATUS OF MATTER AND ADVISE WORTMAN AND WOODS THAT IF THEY APPLY FOR PATENT BEFORE GRIFFITHS RETURN AND WITHOUT HIS CONSENT THAT STEPS WILL BE TAKEN TO HAVE THE APPLICATION DECLARED FRAUDULENT AS TO MR GRIFFITHS RIGHTS

BANZHAF

CHG D W GRIFFITH
807 Long acre Bldg

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

1917 AUG 13 PM 10 04

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

P435CH 25 NL

LOSANGELES CALIF 13

J A BARRY

807 LONGACRE BLDG NEWYORK NY

THIS IS TO NOTIFY YOU THAT I AM NO LONGER IN MR GRIFFITHS EMPLOY AND HAVE ENTERED IN CONTRACT WITH THE WESTERN ANILING PRODUCTS COMPANY

H E FREDRICK.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D.W.Griffith

Aug. 14, 1917

Mr. A. H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:-

Before Mr. Bitzer left for Europe he authorized Mr. Wortman to purchase a supply of large eight-inch casters and the necessary lumber and to make two of those portable stage-platforms that Mr. Griffith likes to use; these platforms are large enough for an ordinary sized set, and can be moved about on the big stages in order to obtain the best light.

Wortman ordered the casters, but before he bought the lumber he received notice that he was to be dismissed which leaves the casters on our hands. They are still at Harper and Reynold's (the dealers who had to send East for them), and Mr. Wortman tells me there is little or no demand for them and nobody except Mr. Griffith would want them. This leaves the dealers stuck with them. Mr. Wortman was notified that the casters had arrived, and in fact we have the invoice for them, but as he was not ready for them he did not go after them.

These casters are expensive - 40 of them for $387. When I made requisition for funds to pay bills for the French Miniatures I overlooked this bill for the casters so that the bill has not been paid, but it is a June purchase.

Please advise if I shall attempt to get credit for them by having the charge cancelled, or if you think best I will pay for them if you will forward the money.

Yours very truly,

E. C. Bidwell

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


**RECEIVED AT**

DA 68 CH SE 47 NL

LOS ANGELES CAL AUG 14 1917

ALBERT BANZHAF

807 LONGACRE BLDG NEW YORK

INTERVIEWED WOODS TODAY WORTMAN PRESENTED IDEA AS PRIVATE ENTERPRISE & OBTAINED SUPPORT BUT COULD NOT FILE APPLICATION ON ACCOUNT OF INABILITY TO EXPLAIN PHOTOGRAPHIC PROCEEDURE WOODS ENTIRELY BLAMELESS OF ANY HOSTILITY TO GRIFFITH HAVE DEVELOPED IDEA AT PERSONAL EXPENSE AND WILL SHIP SAMPLE FILM EARLY NEXT WEEK

KARL BROWN

135AM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

| CLASS OF SERVICE | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

If no class of service is designated the telegram will be transmitted as a fast day message.

# COPY OF WESTERN UNION TELEGRAM

CABLEGRAM

New York, August Fifteenth 1917.

Mr. D.W.Griffith
Hotel Savoy
London (England)

McSween to finance road companies and be responsible for all loss. Companies consist of manager musical director advance agent furnishing printing and sharing advertising . Total expense not to exceed six hundred each weekly and deducted from companies share receipts. Theatre furnish orchestra operators half advertising. High class presentation admission twenty five and fifty McSween traveling and ~~exhibitor~~ solicit exhibitors personally paying his office traveling and other expenses from his twenty five percent which he insists fair. Advise. Aller suggests you buy methylparamidophinol developer from Lumiere & Jouglas Paris one hundred pounds and all over possible if shipment permits What about Epping

Banzhaf

CHARGE TO WARK PRODUCING CORP.

Form 1217

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

New York, August 15th 1917.

Mr. H.E. Frederick
c/o E.C.Bidwell
618 Fay Building,
Los Angeles, California

Answering your telegram ~~August thirteenth~~ T Barry and on behalf of Mr Griffith we do not recognize your right to sell any of his interests in the developer or other products arising out of your contract with him to any corporation or other individuals nor your right to enter the employ of any concern engaged in such business This notice is given you in order to protect Mr Griffith's interests

Albert H.T.Banzhaf

Charge to
D.W.Griffith Acct.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

618 Fay Bldg.,
Los Angeles, Cal.

August 15, 1917

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:-

Your telegram came yesterday, and I did not feel able to say in a message what I wanted to in regard to the chemical situation.

I wish, however, to begin with the statement that in making no attempt to stop Mr. Fredrick in his plan for incorporating, I was sincere in my belief that it was the best thing that could happen, and also that Mr. Griffith is being well taken care of. We have been letting good money slip away from us like water through a sieve for the past six or eight months, because we have not been in position to take advantage of these good prices. When Mr. Barry was out here in March he promised faithfully to go personally and see a half dozen of the big national supply men in New York as soon as he got back there.

When Mr. Woods returned to Los Angeles, after a lapse of three months and over, we were eager to find out the situation but learned with great disappointment that nothing had been done.

Mr. Fredrick then consulted an attorney to see if it was possible for him to do anything by himself. The attorney told him that inasmuch as Mr. Griffith had left the country without making provisions for the carrying out of his end of the working agreement, that Mr. Fredrick had good ground for a damage suit if he wanted to do so, and that he had a perfect right to do as he pleased; and that his forming a company would be strictly in accordance with the provisions of the contract.

However, Mr. Fredrick, knowing Mr. Griffith, realized that Mr. Griffith's action was not intended to injure him but was the result of a whim to go to Europe regardless of the needs of his little laboratory; also Mr. Fredrick and I both felt that very likely Mr. Barry had never deemed the laboratory proposition of sufficient importance to take up with Mr. Griffith - consequently he knew little or nothing of the

laboratory proposition.

So Mr. Fredrick went to Mr. Woods, who had also invested some money, and he explained that if he had to wait for Mr. Griffith to return to this country (and at present no one knows when that will be), the chances were that all the money invested would be lost because other concerns are walking in and filling up the field. People out here who have known of "Droxamine" and its history have been offering to finance Mr. Fredrick in whatever amount was necessary, and this Mr. Fredrick also told to Mr. Woods.

The result has been that instead of simply sitting back and smoking and waiting for Mr. Griffith to come back and say what he would do, Mr. Fredrick, on Mr. Woods' advice, got busy and in three weeks time financed and incorporated the company - including the high and mighty Corporation Commissioner who has to pass on all such matters because of the California Blue Sky Law. Mr. Fredrick was perfectly fair to Mr. Griffith in the matter of the money that Mr. Griffith has advanced, and he has agreed to hold the stock until Mr. Griffith returns and can talk the matter over and they can mutually agree upon a division of the stock. So now when Mr. Griffith returns, at some time in the indefinite future, he will find a plant in operation, in which stock will have been saved for his proportion of the money invested.

The stock went like hot cakes, and we had to turn down a number of good men who wanted to invest. Most of the money is subscribed by men connected with laboratories who are in position to see that the product is used. No one has been admitted who would not be a help to the organization in some way besides a financial way, and they are all friends to Mr. Griffith and they understand that he is to receive stock when he returns. There has been no disposition to take advantage of Mr. Griffith's absence by the use of his name or otherwise - but rather to profit by the present good prices of photographic chemicals, and to protect him for what he has already spent. Your telegram implied that I have sold his interests, which is not the case - I have merely transferred the investment to the new organization at no additional cost to him.

Yours very truly,

E. C. Bidwell

618 Fay Bldg.,
Los Angeles, Cal.

August 16, 1917

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:-

In reading over the carbon of the letter I mailed you yesterday, I inadvertantly stated in the last paragraph that I had "merely transferred the investment". In this I was wrong because no transfer has been made by me - and I suppose a more correct statement would have been that I permitted Mr. Woods and Mr. Fredrick to handle the matter as they did, without raising objection.

Yours very truly,

E. C. Bidwell

Aug 16, 17

Mr A H J Banzhaf,

Dear Sir,

Received check payable to Aug 11, with many thanks. Karl Brown tells me he notified you of a patent Mr Woods & Mr Wortman were going to put in effect which is not true because Mr Wortman intends to save it for Mr Bitzer. He says he intends to send you a copy of this idea which I think would not be neccacary as nothing will be done untill Mr Griffith returns and as I understand this matter as they do

much less salary or I could attend to it if you think it advisable and he said he would give up the office by the first of Sept. Mr Biddwell has papers & prints which he could keep at home or I could keep untill Mr Griffiths return and he or his secretary could look them over. Will leave this all to your decision and write more latter. Karl Brown idea is all unneccary and if you want him to go ahead ~~new~~ send me a telegram, if you don't ~~let me know~~ I will let him continue. Very Sincerely

Mrs G. W. Bitzer.

although all details are not given me I think you would agree to this also and let matters stand as they are. This idea would take five or six hundred feet of film and counting the developing and printing would be quite an added expence for Mr Griffith without results.

Had understanding with Mr Biddwell about the office as I told him to give it up as there is not much work to run it. I also understand he is employed by Mr Woods and the little he does for Mr Griffith could be done at home for

DWG 20

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

August 16, 1917.

Mrs. G. W. Bitzer,
1834 Canyon Drive,
Hollywood, Calif.

Dear Mrs. Bitzer:

Inclosed please find check to your order for $250 for Mr. Bitzer's salary for week ending August 18th, 1917.

I regret that I received your letter asking for this check in advance too late to mail it before.

Very truly yours,

AHTB/GD
Inclosure

**D. W. G. CORPORATION**

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

No. 51 JERSEY CITY, N.J. Aug 16th 1917

PAY TO THE ORDER OF Mrs G. W. Bitzer $250.00/100

Two hundred & fifty DOLLARS

TO THE COMMERCIAL TRUST COMPANY
OF NEW JERSEY. 55-41
JERSEY CITY, N.J.

D. W. G. CORPORATION
Albert H. Banzhaf
President & TREASURER

Misc P

Form 2

# WESTERN UNION TELEGRAM

GEORGE W. E. ATKINS, VICE-PRESIDENT | NEWCOMB CARLTON, PRESIDENT | BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

**SEND** the following Telegram, subject to the terms on back hereof, which are hereby agreed to August 16 1917

To MRS G W BITZER 1834 CANYON DRIVE, HOLLYWOOK CALIFORNIA.

AM MAILING THIS WEEKS CHECK TODAY LETTER JUST RECEIVED

MR. BANZHAF

#2 Rector St., N.Y.C.

SENDER'S ADDRESS FOR ANSWER

SENDER'S TELEPHONE NUMBER

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FRANK E. WOODS

Los Angeles, Cal., Aug. 16, 1917

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:-

I have seen the telegram you sent to Mr. Bidwell, and can hardly blame you for feeling that you should have been consulted earlier. Let me take the entire responsibility for not advising you, as I could easily have insisted on this ~~doing~~; but, you will excuse me for saying it, I knew just what your answer would be which would have been what it is - "wait for Mr. Griffith". I therefore preferred to act first and argue afterwards, which I will now proceed to do.

I am sure that ~~in~~ after all the explanations you will find that we have taken the very best course possible for the protection of our money, in this speculative enterprise.

After months of waiting on Mr. Barry to visit the wholesalers to get a line on prospective sale of "Droxamine", I found on my return here to Los Angeles that Fredrick was thoroughly discouraged over the long delay - nearly two years since he first started on his experimentation - and was inclined to listen to outside investers. I also saw that letting time slip by was drawing nearer to the close of the war when a new organization, if one should ever be established, would have meant that the new organization would have ~~had~~ to face foreign competition in its infancy. I also realized, most important of all, that the only asset we had was locked up in Fredrick's head. If he chose to forget his formula, or tell it to someone else, we would be helpless - and Mr. Griffith's money and mine would be gone.

It is true that Mr. Fredrick in conversation stated that he proposed to take care of Mr. Griffith and myself, for the money advanced; but I preferred to be in on the thing in such a way as to be more certain of protection. Besides all this, the proposition has opened up so encouragingly with prospects of orders and unlimited cash offered for investment, that it would have been positive idiocy not to have accepted the situation and gone ahead.

Acting, therefore, with Fredrick - we two being two-thirds of the partnership with Mr. Griffith under the specified conditions of the original contract - I participated in the organization of the new company to accept one-half of the stock in return for the formulas which are not patentable but are mere

FRANK E. WOODS

trade secrets and therefore open to anybody who can discover them. By doing this we have converted what looked like lost money into actual bona fide assets: that is, stock which can be sold today for more than the original investment, besides being chief stockholders in a company that is at last organized on something like a business basis.

Now, you might feel justified in obstructing this sort of a proposition, but I do not; and besides, I have my own investment (though small) to protect.

I could probably have prevented this organization by injunction or otherwise, by an appeal to the Commissioner of Corporations against the organization of the company, just as you might now do if you wanted to take the responsibility. But I think anyone would hesitate a good many times before he converted what is now a valuable asset into a worthless scrap of paper which Mr. Griffith's contract would certainly be, if the matter had not been handled as it has been.

I have taken special pains to safe-guard Mr. Griffith's interest in this matter, and have insisted on recognizing his equity; and I am free to say that Fredrick and everyone else has coincided.

Now, this is the proposal that I have committed myself to, and if you can show where it is not fair to Mr. Griffith I am ready to do anything in my power that he decides on when he returns. Technically, I own one-third of the original company, or rather agreement, and Mr. Griffith one-third, and Mr. Fredrick one-third. Mr. Griffith loaned $3500 to the proposition, and I loaned $500 and have since stood the expense of the stock company organization.

Of the 50% of the stock which has been allotted to Mr. Fredrick for the formulas, Mr. Griffith and I would be technically entitled to two-thirds and Fredrick one-third. Fredrick, however, wanted to wait until Mr. Griffith returns before this division is settled on - leaving it entirely to Mr. Griffith's own personal decision. But whatever division is made, I hereby bind myself to transfer to Mr. Griffith enough of the stock assigned to me to make Mr. Griffith's share correspond to mine in the ratio that his investment corresponds to mine. By this means, he will get seven-eighths of our two-thirds and I will get one eighth - our gross investment having been $4000 of which I put in $500.

This 50% of stock at par is valued at $10,000, and it is worth every penny of it today because it can be sold immediately for that amount. Assuming that Mr. Griffith and I get two-thirds of this, or $6666 of stock, one-eighth will give me $858; and seven-eighths will give Mr. Griffith $5808 - which I think is a pretty good asset to create out of nothing.

Banzhar #3

FRANK E. WOODS

Although I am not any longer employed by Mr. Griffith, I deem him my best friend and I'll bet anything I have got that I am as loyal to him now as anybody else. I will not, however, sit around and wait for that indefinite time when he may return; and I feel sure that your good judgment and your own loyalty to Mr. Griffith will warrant you in agreeing with me that the best possible course has been taken.

With kindest regards to everybody - to Mr. Barry, Mr. McCarthy, Mr. Mitchell and all our good friends,

Yours sincerely,

Frank E. Woods

Address 3607 Sunset Blvd. (Res)

or c/o Lasky Studio,
Los Angeles, Cal.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 2

# WESTERN UNION TELEGRAM

GEORGE W. E. ATKINS, VICE-PRESIDENT — NEWCOMB CARLTON, PRESIDENT — BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SEND the following Telegram, subject to the terms on back hereof, which are hereby agreed to

AUGUST 16 191 7.

To E C BIDWELL

FEY BLDG LOS ANGELES CALIFORNIA

WIRED YOU TODAY ONE HUNDRED AND SEVENTY TWO DOLLARS EXTRA TWENTY FIVE TO BE HELD BY YOU FOR FREDERICK AS WE DO NOT RECOGNIZE HIS RIGHT TO RESIGN AT THIS TIME HEREAFTER PLEASE SEND ALL REQUESTS FOR FUNDS TO ME AND IN TIME SO THAT I MAY MAIL CHECK INSTEAD OF WIRE

#2 Rector St., N.Y.C. BANZHAF.

SENDER'S ADDRESS FOR ANSWER — SENDER'S TELEPHONE NUMBER

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

618 Fay Building
Los Angeles, Calif.

August 17, 1917.

Mr. J. A. Barry,
807 Longacre Bldg.,
New York, N. Y.

Dear Barry:-

Attached please find statement of total cost for the securing the copies of scenes of the Los Angeles school pictures.

When I asked for $350 to cover all expenses I expected I would have to hire an auto to take McClung back and forth from either his home in Glendale or the Fox Studio to the laboratory at Culver City where the printing was done; but when Karl Brown learned that he could help out with the use of his machine, he very kindly offered to do so. The machines I did hire were Fords at $1.00 an hour.

The item for $5.00 auto hire on July 21st would have been a couple of dollars less if it had not been for an iron clad rule at the Fox Studio which forbid my getting in touch with McClung during working hours. But owing to the urgency of the whole thing, it had to be done.

I have receipts for everything except the 50¢ item for phone and messenger service, but they are my only vouchers for the money I have spent and I am not attaching them hereto. If you require them I can get duplicates for you.

Altogether you sent me $360 for this expense - $10 about the middle of June and $350 the middle of July. As my expenses were only $322.02 it leaves $37.98 still on hand. If your arrangements there require this to be returned, let me know and I will do so - otherwise I will keep it on hand as an emergency balance.

I am to return the negative to the Board of Education today; I would have done so two weeks ago but another

party has been using the negative while it was at the laboratory - by the consent of the Board. Karl Brown is to go with me this afternoon.

When I obtained the positive stock at Lasky's, Mr. Hoffman went over the instructions with me and we figured we would need more film than the requisition from Mr. McCarthy called for, so he let me have 23000 feet and told me I might return what I had left. So today I will return 6000 feet as per attached statement.

Yours very truly,

Statement of expenses incurred in Los Angeles on account of securing seven-reel motion picture "Wonderful Schools of Los Angeles", shipping positive to New York, and later having 51 prints made of certain scenes; all on order of J. A. Barry

| | | |
|---|---|---|
| June 9th, 1917 | Auto hire for transporting film on three separate trips, getting same from Board of Education, Inspecting the positive, and hauling it to depot - - - | $3.50 |
| " | Rental of projection room for inspecting positive - 7 reels @ 35¢ - - | 2.45 |
| " | Phone & messenger service - - - - - - | .50 |
| July 21st | Auto hire, securing negative, securing positive stock, interviewing Lasky and Fox Studios, and taking film to laboratory at Culver City - - - - - - - - - - - - - | 5.00 |
| July 24th | Cost printing 51 copies - 16560 ft @ 1½¢ | 207.00 |
| July 30th | Express charges on positive shipped here from New York - - - - - - - | 3.57 |
| Aug. 3rd | Hugh McClung - one week salary a/c labor preparing negative for printing, inspecting 51 copies, restoring negative to original rolls, and inspecting positive returned from N Y | 100.00 |
| | | $322.02 |

- - - - - - - - - - - - - - - - -

| | | | | | |
|---|---|---|---|---|---|
| July 21st | Received from Lasky Studio | 23000 | feet | positive | stock |
| August 16 | Returned to Lasky Studio | 6000 | " | " | " |
| | Net used - - - - - - | 17000 | " | " | " |

- - - - - - - - - - - - - - - - -

| | | |
|---|---|---|
| Film printed & shipped east | 16560 | feet |
| Film wasted - - - - - - - | 440 | " |
| Total used - - - | 17000 | " |

Note: The auto hire was much less than estimated, as fortunately I was able to secure one for nothing through the kindness of a friend for the majority of the work.

August 16, 1917

Statement of expenses incurred in Los Angeles on account of securing seven-reel motion picture "Wonderful Schools of Los Angeles", shipping positive to New York, and later having 51 prints made of certain scenes; all on order of J. A. Barry

| | | |
|---|---|---|
| June 9th, 1917 | Auto hire for transporting film on three separate trips, getting same from Board of Education, Inspecting the positive, and hauling it to depot - - - | $3.50 |
| " | Rental of projection room for inspecting positive - 7 reels @ 35¢ - - | 2.45 |
| " | Phone & messenger service - - - - - - | .50 |
| July 21st | Auto hire, securing negative, securing positive stock, interviewing Lasky and Fox Studios, and taking film to laboratory at Culver City - - - - - - - - - - - - - | 5.00 |
| July 24th | Cost printing 51 copies - 16560 ft @ 1¼¢ | 207.00 |
| July 30th | Express charges on positive shipped here from New York - - - - - - - | 3.57 |
| Aug. 3rd | Hugh McClung - one week salary a/c labor preparing negative for printing, inspecting 51 copies, restoring negative to original rolls, and inspecting positive returned from N Y | 100.00 |
| | | $322.02 |

- - - - - - - - - - - - - - - - -

| | | | | | |
|---|---|---|---|---|---|
| July 21st | Received from Lasky Studio | 23000 | feet | positive | stock |
| August 16 | Returned to Lasky Studio | 6000 | " | " | " |
| | Net used - - - - - | 17000 | " | " | " |

- - - - - - - - - - - - - - - - -

| | | |
|---|---|---|
| Film printed & shipped east | 16560 | feet |
| Film wasted - - - - - - - | 440 | " |
| Total used - - - | 17000 | " |

Note: The auto hire was much less than estimated, as fortunately I was able to secure one for nothing through the kindness of a friend for the majority of the work.

August 16, 1917

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Gifell

1917 AUG 17 AM


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


**RECEIVED AT**

16 DEY ST. N.Y.

1917 AUG 17 AM 1 17

C751CH 31NL

LOSANGELES CALIF 16

ALBERT H T BANSHAF 8573

2 RECTOR ST NEWYORKCITY

REMITTANCE RECEIVED DONT BELIEVE FREDRICK WILL ACCEPT SALARY BUT WILL OFFER IT TO HIM WROTE YOU YESTERDAY WITH CORRECTING SUPPLEMENT TODAY REGARDING CHEMICAL MATTER UNDERSTAND MR WOODS HAS ALSO WRITTEN REGARDS

E C BIDWELL.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1201


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


**RECEIVED AT**

16 DEY ST. N. Y.

T43GS CGG 43 NL

LOSANGELES CAL AUG 18

ALBERT H T BANZHAF 8171

2 RECTOR ST NEWYORK

FUNDS REQUIRED FOR NEXT WEEK SAME AS THIS WEEK PLEASE TELL BARRY SCHOOL PICTURE EXPENSE REPORT MAILED HIM YESTERDAY REGARDING CHEMICAL SITUATION AND OTHER MATTERS CAN YOU ADVISE ME APPROXIMATE DATE MR GRIFFITHS RETURN THIS INFORMATION WILL BE KEPT IN STRICT CONFIDENCE REGARDS

E C BIDWELL

945P

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Dwyer

August 18, 1917.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Mr. Joseph Altschuler,
Longacre Bldg.,
42nd St. & B'way,
New York City.

Dear Mr. Altschuler:

Inclosed please find check for $200 for salary due for week ending August 18th.

Very truly yours,

B/D

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

618 Fay Bldg.,
Los Angeles, Cal.

Aug. 22, 1917

Mr. Wm. Sheldon, Secy.,
Board of Education,
Security Building,
Los Angeles, Calif.

Dear Sir:-

This is to advise you that I have finished with the use of the positive and negative of the films of the "Wonderful Schools of Los Angeles" picture, and on the 17th inst. I returned them to your warehouse on San Pedro Street, near Fourteenth, where I delivered them to Mr. Wm. H. Emrick.

I desire to take this opportunity, on behalf of Mr. Griffith, to thank you most sincerely for the use of this film; and also I wish to thank you on my own account for the courtesy you have extended to me in my dealings with you on this matter.

I made an attempt to make what film people term a "continuity sheet" which at the time was for my own information to be used in case I would be obliged to make an entire new copy for you. I had to jot down notes as the picture was first run for me, and I find a number of small errors (owing to the disadvantage and speed at which I had to write). However, I have no further use for this "continuity sheet" and I will turn it over to you within a few days, corrected to the best of my ability. While not perfect, it will be an immense assistance to you in case you ever desire to print another copy and are not able to secure the services of Mr. McClung to assemble the scenes.

Yours very truly,

Secretary to Mr. Griffith

Form 2

# WESTERN UNION TELEGRAM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

GEORGE W. E. ATKINS, VICE-PRESIDENT NEWCOMB CARLTON, PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

**SEND** the following Telegram, subject to the terms on back hereof, which are hereby agreed to AUGUST 22 1917.

To E. C BIDWELL

FEY BUILDING LOS ANGELES CALIFORNIA

TAKE DELIVERY OF CASTORS WILL WIRE FUNDS FOR SAME NEXT WEEK

WIRING YOU THIS WEEKS PAY ROLL TOMORROW

BANZHAF.

#2 Rector Street, N.Y.C.

SENDER'S ADDRESS FOR ANSWER

SENDER'S TELEPHONE NUMBER

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MAIN 1706
60819

David W Griffith Corp

Clune

THEATERS COMPANY
547 SOUTH BROADWAY
LOS ANGELES

August 24, 1917.

D. W. Griffith Corporation,
420 Longacre Building,
New York City.

Gentlemen:

Please advise me if AVENGING CONSCIENCE has been exhibited in Australatian territory. If so, how long ago. Also please quote prices on the rights to this territory on AVENGING CONSCIENCE, including one print.

Would also like to have the same information relative to THE ESCAPE. If there is any pictorial paper in stokk in the United States, what company printed it?

We desire this information at the earliest possible moment and would appreciate an early response, giving lowest price on each attraction for the above mentioned territory.

Yours very truly,

CLUNE FILM EXCHANGE,

Per Leo M Thurman

TMN/LS

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

# WARK PRODUCING CORPORATION

## AUDITOR'S REPORT

## FOR THE PERIOD FROM DECEMBER 18, 1915 to JUNE 30, 1917.

PREPARED BY
ALEXANDER F. MAKAY
CERTIFIED PUBLIC ACCOUNTANT
347 FIFTH AVENUE
NEW YORK

August 24, 1917.
DATE

New York, August 24, 1917.

Albert H. T. Banzhaf, President,
Wark Producing Corporation,
1476 Broadway, (Suite 807)
New York City.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Dear Sir:-

In accordance with your instructions I have made an examination of the books and accounts of the Wark Producing Corporation for the period from December 18, 1915 to June 30, 1917 and now submit my report thereon together with the Exhibits and Schedules as shown on the Index affixed hereto.

Financial Statement

The following is a summary of the balance sheet as at June 30, 1917, the details of which are shown on Exhibit A:

Assets

| | |
|---|---|
| Current Assets | $13,181.99 |
| Working Assets | 570,307.76 |
| | $583,489.75 |

Liabilities

| | |
|---|---|
| Current Liabilities | $ 4,759.20 |
| Fixed Liabilities | 444,596.68 |
| Accrued Liabilities | 9,000.00 |
| Net Income | 125,133.87 |
| | $583,489.75 |

Current Assets $13,181.99. The current assets consist of the following items:

| | |
|---|---|
| Cash in Central Trust Company | $11,447.31 |
| Accounts Receivable, | |
| A. L. Grey, Manager Australian Companies | 1,725.13 |
| A. L. Grey, personal | 9.55 |
| | $13,181.99 |

The balance of cash in the Central Trust Company has been verified by reconciling a certificate received from the bank with the balance as shown by the cash book.

Accounts Receivable - A. L. Grey, Manager Australian Companies $1725.13. This is an amount due from A, L. Grey for profits made in operating the Australian Companies for which he has been charged and the payment of which will be made at a later date.

A. L. Grey, Personal $9.55. This amount is owing from him for advance expenses not yet paid back.

Working Assets $570,307.76. The working assets consists of the

| | |
|---|---|
| Cost of Production | $489,652.59 |
| Cost of Production Equipment | 80,655.17 |
| Total Cost of Production and Production Equipment | $570,307.76 |

The cost of Production is the amount expended by the Company to bring the picture "Intolerance" to an exhibiting point. The vouchers pertaining to this cost have been presented for the examination and have been checked against the records and found to be correct.

The cost of equipment is the amount expended by the corporation for the purpose of supplying the traveling companies with the necessary paraphernalia to exhibit the picture.

The funds acquired for the cost of production and cost of production equipment were secured in the following manner:

From the sale of Certificates of Indebtedness $300,000; advanced by the D. W. G Corporation $60,250; advanced by David W. Griffith $84,346.68; advanced by sundry creditors $125,711.08, which latter amount has since been paid back from money received from the operations of the traveling companies as shown on Exhibit "B".

Current Liabilities $4,759.20. This amount is made up of a balance of $4,758.20 credited to W. E. Burlock, Manager of the English Companies, for money paid by him as advances and an amount of $1.00 owing to him for cash paid in excess of the amount of his personal expenses.

Fixed Liabilities $444,596.68. This amount consists of the following items:

| | |
|---|---|
| Certificates of Indebtedness | $300,000.00 |
| Loans Payable | 144,596.68 |
| | $444,596.68 |

Certificates of Indebtedness $300,000. These certificates of indebtedness are an issue of three hundred notes of a face value of One Thousand Dollars each, bearing interest at six per cent per annum, from January 1, 1917, on which six months interest has accrued and has been included in the expenses of the period.

Loans payable $144,596.68. This item consists of the following accounts:

| | |
|---|---|
| D. W. G. Corporation | $ 60,250.00 |
| D. W. G. Personal | 84,346.68 |
| | $144,596.68 |

These accounts are liabilities of the Corporation for money advanced and purchased liabilities.

Accrued Liabilities $9,000 This item is the amount of interest due on the Certificates of Indebtedness from January 1st, 1917, to June 30, 1917.

Net Income - $125,133.87. The net Income was received from the operations of the traveling companies and the Sale of Rights, the details of which are shown on Exhibit "B". This amount has been used in paying off loans made necessary because of the additional cost of the production and production supplies as shown on Exhibit "A".

General

During the course of the examination I have examined into the system of bookkeeping in use and have found it quite adequate to the needs of the business. Wherever I have found the bookkeeping at fault I have made suggestions for improving the system and facilitating the work.

If there is any further information you may desire regarding the examination, I shall be pleased to furnish it.

Respectfully submitted,

Alexander Hualay

CERTIFIED PUBLIC ACCOUNTANT.

WARK PRODUCING CORPORATION

June 30th, 1917.

Index to Statements.


| | Exhibit |
|---|---|
| Financial Statement at June 30, 1917. | "A" |
| Profit and Loss Statement From August 25, 1916 to June 30, 1917 | "B" |
| | **Schedule** |
| Profit and Loss Statements: | |
| Company "A" | "1" |
| " "B" | "2" |
| " "C" | "3" |
| " "D" | "4" |
| " "E" | "5" |
| " "F" | "6" |
| " "G" | "7" |
| " "H" | "8" |
| " "I" | "9" |
| " "J" | "10" |
| " "K" | "11" |
| Australian Company #1 | "12" |
| Australian Company #2 | "13" |
| Sale of Exhibiting Rights | "14" |

WARK PRODUCING

FINANCIAL STATEMENT

## ASSETS

| | | | |
|---|---|---|---|
| **CURRENT ASSETS** | | | |
| Cash in Central Trust Company | | $ 11,447.31 | |
| Accounts Receivable | | | |
| A.L.Grey,Manager, Australian Companies | $ 1,725.13 | | |
| A.L.Grey,Personal | 9.55 | | |
| Total Accounts Receivable | | 1,734.68 | |
| TOTAL CURRENT ASSETS | | | $ 13,181.99 |
| **WORKING ASSETS** | | | |
| Cost of Production | | 489,652.59 | |
| Cost of Production Equipment | | 80,655.17 | |
| Total Cost of Production and Production Equipment | | 570,307.76 | |
| For Which Funds Were Acquired as Follows: | | | |
| From Certificates of Indebtedness | $300,000.00 | | |
| From D.W.G.Corporation | $60,250.00 | | |
| From D.W.Griffith | 84,346.68 | 144,596.68 | |
| Above Amounts Not to Be Repaid Until Liquidation of Certificates of Indebtedness | | | |
| From Other Sources | | 125,711.08 | |
| TOTAL FUNDS ACQUIRED FOR COST OF PRODUCTION | | | 570,307.76 |
| TOTAL | | | $583,489.75 |

Exhibit "A"

CORPORATION

AS OF JUNE 30, 1917

## LIABILITIES

| | | | |
|---|---|---|---|
| **CURRENT LIABILITIES** | | | |
| Accounts Payable | | | |
| W. E. Burlock, Manager English Companies | | $ 4,758.20 | |
| W. E. Burlock, Personal | | 1.00 | |
| Total Accounts Payable | | 4,759.20 | |
| TOTAL CURRENT LIABILITIES | | | 4,759.20 |
| **FIXED LIABILITIES** | | | |
| Certificates of Indebtedness (300 Certificates of $1,000 each) | | 300,000.00 | |
| Loans Payable, (Due after liquidation of Certificates of Indebtedness) | | | |
| D.W.G.Corporation | $60,250.00 | | |
| D.W.Griffith Personal | 84,346.68 | | |
| TOTAL LOANS PAYABLE | | 144,596.68 | |
| TOTAL FIXED LIABILITIES | | | 444,596.68 |
| **ACCRUED LIABILITIES** | | | |
| Interest on Certificates of Indebtedness being six months interest to June 30, 1917 | | 9,000.00 | |
| TOTAL ACCRUED LIABILITIES | | | 9,000.00 |
| **CAPITAL STOCK** | | | |
| 1500 Shares of no Par or Nominal Value | | | |
| **NET INCOME**, included in the Cost of Production, it was used to repay funds borrowed for Cost of Production in excess of amount received from Certificates of Indebtedness and advanced by the D.W.G. Corporation and D.W.Griffith as above | | | 125,133.87 |
| TOTAL | | | $583,489.75 |

Exhibit "B"

# WARK PRODUCING CORPORATION

## PROFIT AND LOSS STATEMENT FROM AUGUST 25, 1916, to JUNE 30, 1917.

| | Gross Receipts | Expenses | Net Earnings |
|---|---|---|---|
| Company "A", See Schedule 1, | $125,024.32 | $193,398.43 | $ 68,374.11 Loss |
| Company "B", See Schedule 2, | 128,844.14 | 104,049.72 | 24,794.42 |
| Company "C", See Schedule 3, | 101,650.06 | 76,980.31 | 24,669.75 |
| Company "D", See Schedule 4, | 26,759.40 | 17,437.46 | 9,321.94 |
| Company "E", See Schedule 5, | 218,164.87 | 183,918.26 | 34,246.61 |
| Company "F", See Schedule 6, | 52,764.67 | 43,400.94 | 9,363.73 |
| Company "G", See Schedule 7, | 70,737.36 | 54,387.40 | 16,349.96 |
| Company "H", See Schedule 8, | 80,252.06 | 66,705.61 | 13,546.45 |
| Company "I", See Schedule 9, | 62,031.01 | 57,469.98 | 4,561.03 |
| Company "J", See Schedule 10, | 37,279.95 | 27,539.46 | 9,740.49 |
| Company "K", See Schedule 11 | 20,162.02 | 18,414.19 | 1,747.83 |
| Australian Company #1, See Schedule 12, | 34,075.18 | 31,854.91 | 2,220.27 |
| Australian Company #2, See Schedule 13, | 14,344.65 | 14,839.79 | 495.14 Loss |
| TOTAL GROSS RECEIPTS | $972,089.69 | | |
| TOTAL EXPENSES | | $890,396.46 | |
| TOTAL NET EARNINGS FROM EXHIBITION COMPANIES | | | $81,693.23 |
| OTHER INCOME | | | |
| Sale of Rights, See Schedule 14, | | | 138,600.00 |
| TOTAL INCOME | | | $220,293.23 |
| GENERAL EXPENSES | | | |
| Salaries | $22,388.50 | | |
| Rent | 1,350.00 | | |
| Telegraph and Telephone | 3,501.53 | | |
| Furniture and Fixtures | 374.24 | | |
| Supplies | 1,205.91 | | |
| Censorship | 5,248.30 | | |
| Traveling | 5,509.72 | | |
| Advertising | 21,471.31 | | |
| Insurance | 8,153.50 | | |
| Legal | 6,863.17 | | |
| Taxes | 158.04 | | |
| Printing | 3,478.10 | | |
| Storehouse | 1,180.70 | | |
| Express and Transfer | 2,675.63 | | |
| Sundries | 1,024.92 | | |
| TOTAL GENERAL EXPENSES | | 84,583.57 | |
| Equipment Expenses | | | |
| Supplies | | 1,575.79 | |
| TOTAL EXPENSES | | | 86,159.36 |
| TOTAL EARNINGS | | | $134,133.87 |
| Less Interest on Certificates of Indebtedness for the six months ended June 30,1917, | | | 9,000.00 |
| NET INCOME | | | $125,133.87 |
| DISTRIBUTION OF NET INCOME | | | |
| Used to pay for money borrowed on account of Cost of Production in excess of that received from the sale of Certificates of Indebtedness and advanced by the D.W.G.Corporation and D. W. Griffith, as shown on Exhibit "A" | | | $125,133.87 |

SCHEDULE "1".

WARK PRODUCING CORPORATION

Profit and Loss Statement - Company "A"

From August 25, 1916 to June 5, 1917

| | | |
|---|---|---|
| Gross Receipts | | $125,024.32 |
| Expenses: | | |
| Salaries | 72,606.94 | |
| Advertising | | |
| Papers | 44,268.44 | |
| Supplies | 5,612.78 | |
| Billboards | 13,892.05 | |
| Properties | 418.17 | |
| Supplies | 10,978.01 | |
| Rent | 39,139.50 | |
| Traveling | 3,203.23 | |
| Express and Transfer | 1,111.53 | |
| Manager's Expense | 1,171.21 | |
| Sundries | 996.57 | |
| Total Expenses | | 193,398.43 |
| Net Loss | | $68,374.11 |

NOTE: The loss incurred by Company "A", which played in New York City most of the time, was occasioned principally for the reason that extraordinary methods were used in exploiting the picture,much money being spent in advertising in such a way as to reach the public all over the United States as well as in many foreign countries. Therefore, this item might be charged as a national advertising expense.

SCHEDULE "2"

WARK PRODUCING CORPORATION

Profit and Loss Statement - Company "B".

From October 17, 1916 to June 2, 1917.

| | | |
|---|---|---|
| Gross Receipts | | $128,844.14 |
| Expenses: | | |
| Salaries | 48,296.65 | |
| Advertising | | |
| Papers | 14,491.27 | |
| Supplies | 5,131.05 | |
| Billboard | 6,195.60 | |
| Supers | 815.25 | |
| Traveling | 7,309.65 | |
| Stage and Theatre Supplies | 3,575.25 | |
| Picture Supplies | 556.36 | |
| Rent | 12,419.25 | |
| Express and Transfer | 2,906.22 | |
| Manager's Expense | 1,948.42 | |
| Sundries | 404.75 | |
| Total Expenses | | 104,049.72 |
| Net Earnings | | $ 24,794.42 |

SCHEDULE "3"

WARK PRODUCING CORPORATION

Profit and Loss Statement - Company "C"

From October 9, 1916 to June 25, 1917.

| | | |
|---|---|---|
| Gross Receipts | | $101,650.06 |
| Expenses: | | |
| Salaries | 44,891.62 | |
| Advertising | | |
| Papers | 9,955.14 | |
| Supplies | 6,061.68 | |
| Billboards | 3,001.19 | |
| Supers | 2,096.90 | |
| Traveling | 5,908.26 | |
| Stage and Theatre Supplies | 799.38 | |
| Picture Supplies | 611.34 | |
| Express and Transfer | 2,428.20 | |
| Manager's Expense | 1,226.60 | |
| Total Expenses | | 76,980.31 |
| Net Earnings | | $24,669.75 |

SCHEDULE "4".

WARK PRODUCING CORPORATION.

Profit and Loss Statement - Company "D".

From October 23,1916 to December 23,1916.

| | | |
|---|---|---|
| Gross Receipts | | $26,759.40 |
| Expenses: | | |
| Salaries | 11,505.95 | |
| Advertising | | |
| Papers | 1,236.86 | |
| Supplies | 1,331.46 | |
| Billboards | 204.39 | |
| Supers | 37.80 | |
| Traveling | 1,894.00 | |
| Stage and Theatre Supplies | 211.44 | |
| Picture Supplies | 61.25 | |
| Express and Transfer | 507.87 | |
| Manager's Expense | 446.44 | |
| Total Expenses | | 17,437.46 |
| Net Earnings | | $ 9,321.94 |

SCHEDULE "5".

WARK PRODUCING CORPORATION

Profit and Loss Statement - Company "E".

From November 28,1916 to June 30,1917.

| | | |
|---|---|---|
| Gross Receipts | | $218,164.87 |
| Expenses: | | |
| Salaries | 61,580.16 | |
| Advertising | | |
| Papers | 40,350.53 | |
| Supplies | 10,926.80 | |
| Billboards | 11,035.78 | |
| Supers | 2,786.40 | |
| Traveling | 2,290.51 | |
| Stage and Theatre Supplies | 4,004.43 | |
| Picture Supplies | 1,155.77 | |
| Rent | 41,601.31 | |
| Telegraph and Telephone | 249.93 | |
| Express and Transfer | 1,702.25 | |
| Manager's Expenses | 5,234.39 | |
| Sundries | 1,000.00 | |
| Total Expenses | | 183,918.26 |
| Net Earnings | | $ 34,246.61 |

SCHEDULE "6".

WARK PRODUCING CORPORATION.

Profit and Loss Statement - Company "F".

From December 17,1916 to June 30, 1917.

| | | |
|---|---|---|
| Gross Receipts | | $52,764.67 |
| Expenses: | | |
| Salaries | 27,224.88 | |
| Advertising | | |
| Papers | 4,906.82 | |
| Supplies | 4,109.86 | |
| Billboards | 975.59 | |
| Supers | 202.80 | |
| Traveling | 3,377.38 | |
| Stage and Theatre Supplies | 238.86 | |
| Picture Supplies | 74.70 | |
| Express and Transfer | 1,207.85 | |
| Manager's Expense | 1,082.20 | |
| Total Expenses | | 43,400.94 |
| Net Earnings | | $ 9,363.73 |

SCHEDULE "7".

WARK PRODUCING CORPORATION

Profit and Loss Statement- Company "G".

From December 25,1916 to June 22,1917.

| | | |
|---|---|---|
| Gross Receipts | | $70,737.36 |
| Expenses: | | |
| Salaries | $30,522.52 | |
| Advertising | | |
| Papers | 8,240.31 | |
| Supplies | 5,254.56 | |
| Billboards | 2,901.63 | |
| Supers | 502.50 | |
| Traveling | 3,590.59 | |
| Stage and Theatre Supplies | 495.38 | |
| Picture Supplies | 218.05 | |
| Express and Transfer | 1,149.97 | |
| Manager's Expense | 1,511.89 | |
| Total Expenses | | 54,387.40 |
| Net Earnings | | $ 16,349.96 |

SCHEDULE "8".

WARK PRODUCING CORPORATION

Profit and Loss Statement - Company "H".

From December 22,1916 to June 8,1917.

| | | |
|---|---|---|
| Gross Receipts | | $80,252.06 |
| Expenses: | | |
| Salaries | 33,253.19 | |
| Advertising | | |
| Papers | 21,584.14 | |
| Supplies | 2,775.56 | |
| Billboards | 2,196.43 | |
| Supers | 2,141.97 | |
| Traveling | 1,488.13 | |
| Stage and Theatre Supplies | 620.21 | |
| Picture Supplies | 188.17 | |
| Express and Transfer | 935.73 | |
| Manager's Expense | 1,457.11 | |
| Sundries | 64.97 | |
| Total Expenses | | 66,705.61 |
| Net Earnings | | $ 13,546.45 |

SCHEDULE "9".

WARK PRODUCING CORPORATION

Profit and Loss Statement - Company "I".

From December 22,1916 to May 31,1917.

| | | |
|---|---|---|
| Gross Receipts | | $62,031.01 |
| Expenses: | | |
| Salaries | 31,898.06 | |
| Advertising | | |
| Papers | 11,720.52 | |
| Supplies | 6,285.78 | |
| Billboards | 1,850.71 | |
| Supers | 474.35 | |
| Traveling | 2,233.14 | |
| Stage and Theatre Supplies | 294.53 | |
| Picture Supplies | 103.67 | |
| Express and Transfer | 1,246.06 | |
| Manager's Expense | 1,363.16 | |
| Total Expenses | | 57,469.98 |
| Net Earnings | | $ 4,561.03 |

SCHEDULE "10".

WARK PRODUCING CORPORATION.

Profit and Loss Statement - Company "J"

From February 12, 1917 to May 31, 1917.

| | | |
|---|---|---|
| Gross Receipts | | $37,279.95 |
| Expenses: | | |
| Salaries | $17,687.86 | |
| Advertising | | |
| Papers | 3,993.10 | |
| Supplies | 2,388.45 | |
| Billboards | 797.95 | |
| Supers | 280.50 | |
| Traveling | 1,242.50 | |
| Stage and Theatre Supplies | 140.17 | |
| Picture Supplies | 44.75 | |
| Express and Transfer | 623.27 | |
| Manager's Expense | 340.91 | |
| Total Expense | | 27,539.46 |
| Net Earnings | | $ 9,740,49 |

SCHEDULE "11"

WARK PRODUCING CORPORATION.

Profit and Loss Statement - Company "K".

From February 26, 1917 to May 10, 1917

| | | |
|---|---|---|
| Gross Receipts: | | $20,162.02 |
| Expenses: | | |
| Salaries | $12,150.69 | |
| Advertising | | |
| Papers | 1,945.04 | |
| Supplies | 1,509.97 | |
| Billboards | 299.82 | |
| Supers | 64.25 | |
| Traveling | 1,428.95 | |
| Stage and Theatre Supplies | 87.67 | |
| Picture Supplies | 43.66 | |
| Express and Transfer | 601.69 | |
| Manager's Expense | 282.45 | |
| Total Expenses | | 18,414.19 |
| Net Earnings | | $ 1,747.83 |

SCHEDULE "12".

WARK PRODUCING CORPORATION

Profit and Loss Statement - Australian Company #1.

From February 10, 1917 to May 12, 1917.

| | | |
|---|---|---|
| Gross Receipts: | | $34,075.18 |
| Expenses: | | |
| Salaries | 13,009.06 | |
| Advertising | | |
| Paper | 3,779.86 | |
| Supplies | 765.38 | |
| Billboards | 719.94 | |
| Stage and Theatre Supplies | 347.93 | |
| Picture Supplies | 421.82 | |
| Light | 870.40 | |
| Rent | 3,905.44 | |
| Traveling | 866.34 | |
| Express and Transfer | 72.06 | |
| Duty and Taxes | 1,246.80 | |
| Office Supplies and Expense | 397.20 | |
| Insurance | 90.70 | |
| Miscellaneous | 401.16 | |
| Total Expenses | | 26,894.09 |
| Gross Income | | $ 7,181.09 |
| J. C. Williamson Ltd. share of Profit | | 4,960.82 |
| Net Earnings | | $ 2,220.27 |

SCHEDULE "13".

WARK PRODUCING CORPORATION

Profit and Loss Statement - Australian Company #2

From February 24,1917 to April 21,1917

| | | |
|---|---|---|
| Gross Receipts | | $14,344.65 |
| Expenses: | | |
| Salaries | $6,767.59 | |
| Advertising | | |
| Papers | 2,313.44 | |
| Supplies | 365.02 | |
| Billboards | 644.73 | |
| Stage and Theatre Supplies | 66.69 | |
| Picture Supplies | 646.18 | |
| Light | 464.45 | |
| Rent | 2,361.15 | |
| Traveling | 231.03 | |
| Express and Transfer | 273.91 | |
| Expenses | 277.93 | |
| Total Expenses | | 14,412.12 |
| Gross Loss | | $ 67.47 |
| J. C. Williamson Ltd. share of profit | | 427.67 |
| Net Loss | | $ 495.14 |

SCHEDULE "14"

WARK PRODUCING CORPORATION

Sale of Exhibiting Rights

From August 25,1916 to June 30,1917

| Location | Purchaser | Amount |
|---|---|---|
| Alaska, Canada, Newfoundland. | The Basil Corporation | $16,000.00 |
| California, Nevada, Arizona. | All Star Feature Distributors, Inc., | 20,000.00 |
| Idaho, Montana, Oregon, Washington. | De Luxe Feature Film Company, | 15,000.00 |
| Denmark, Finland, Norway, Sweden. | John Olsen & Company | 10,000.00 |
| Iowa, Minnesota, North Dakota, South Dakota, Wisconsin. | Westcott Film Corporation | 30,000.00 |
| England. | Emile Wertheimer | 47,600.00 |
| | TOTAL | $138,600.00 |

NOTE: The total of $138,600 as above were moneys for sales of Intolerance rights collected up to June 30,1917, some of the payments for some of the above rights not having become due until after June 30,1917.

DWG. Do,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

August 25, 1917.

Mrs. C. W. Bitzer,
1834 Canyon Drive,
Hollywood, Calif.

Dear Mrs. Bitzer:

Inclosed please find check to your order for $250 for Mr. Bitzer's salary for weekending August 25th, 1917.

Very truly yours,

**D. W. G. CORPORATION**

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

No. 54 JERSEY CITY, N.J. Aug 25th 1917

PAY TO THE ORDER OF Mrs. G. W. Bitzer $250.00/100

Two hundred & fifty DOLLARS

63

D. W. G. CORPORATION

Albert W. Banzhaf
President ~~Treasurer~~

TO THE COMMERCIAL TRUST COMPANY
OF NEW JERSEY. 55-41
JERSEY CITY, N.J.

Copy of Cablegram

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION

WESTERN UNION

# TELEGRAM

NEWCOMB CARLTON, PRESIDENT

Form 1206

| Receiver's No. |
|---|
| Check |
| Time Filed |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Send the following ~~telegram~~ cablegram, subject to the terms on back hereof, which are hereby agreed to

Philadelphia
Aug. 25.

D. W. Griffith
Savoy Hotel, London, England.

Hear Banghaf has not made my proposition clear. I will finance and pay for any loss while Work does not finance or stand to lose anything. I am convinced that twenty-five percent is absolutely fair. Am very enthusiastic over outlook and think you and Banghaf will make big mistake by quibbling over five percent. I will have big expenses to pay out of my percentage, and I must have chance of making some money. Please cable ~~[illegible]~~ decision to Banghaf if possible Sunday as I should begin work on proposition immediately. Regards

Mc Sween

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Philadelphia
Aug. 25.

My dear Banghaf:-

McCarthy phoned me about Griffith's offer of 20%. I tried to reach you by phone this afternoon but you had left your office, so I sent Griffith a cable, copy of which I am enclosing. 25% is the right percentage and I tried to emphasize the reasons therefor in my cable to Griffith. I brought out the element of my expenses which had not been dwelt upon before. I think he will now realize that 25% is right.

Please phone McCarthy as soon as you receive Griffith's answer, and he will phone me.

With best wishes, I remain,

Yours sincerely

J. McSweeney

135 South 17th St.
Philadelphia

Dwesco.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

August 25, 1917.

Mr. Joseph Altschuler,
1476 Broadway,
New York City.

Dear Mr. Altschuler:

Inclosed please find check to your order for $200 for salary for week ending August 25th, 1917.

Very truly yours,

Inc.

Form 260

# WESTERN UNION TELEGRAM

Cable Ogram

GEORGE W. E. ATKINS, VICE-PRESIDENT NEWCOMB CARLTON, PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

**SEND** the following Telegram, subject to the terms on back hereof, which are hereby agreed to

AUGUST 29 1917

DAVID GRIFFITH HOTEL SAVOY LONDON

HAVE SUGGESTED FOLLOWING TO MACSWEEN THAT IF HIS SHARE OF TWENTYFIVE PERCENT EXCEEDS THIRTYTHOUSAND DOLLARS FOR SEASON THAT EXCESS BE DIVIDED EQUALLY THIS ACCEPTABLE TO HIM AND UNDER ALL CIRCUMSTANCES I BELIEVESHOULD BE ACCEPTED WHEN DO YOU RETURN NO ACTION ON F FOUR MAIL POWER ATTORNEY TO SELL TRIANGLE DEFERRED NOTES AM KEEPING ALLER ON PAYROLL ADVISE FULLY BANZHAF

Hupmobile

The Mark of Superior Motor Car Service

**Chas. E. Riess & Co. Inc.**

Automobile Manufacturers and Distributors

1741 Broadway at 56th Street

NEW YORK

Telephone Circle 1616

August 29th 1917.

Mrs. M. R. Gish,
305 West 98th St.
New York City, N.Y.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Dear Madam:-

We regret that it is again necessary for us to call your attention to an old account which we have outstanding on our books against you.

Our terms are strictly cash and we do trust you will favor us with an early settlement.

Yours truly,

CHAS.E.RIESS & CO.INC.

Lee Arbour

CASHIER.

LT*B

Dwe.
Spec. (new)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

August 30th 1917

Charles E. Riess & Co., Inc.,
1741 Broadway,
New York City.

Dear Sir: Attention of Mr. Lee Treboul, Cashier

Your favor of the 29th inst. addressed to Mrs. M. R. Gish relative to balance of account outstanding on your books against her received, and in reply thereto wish to advise that some time ago I spoke to your manager over the wire and asked him to send me a statement showing the amount paid and the balance due, and that I would send you a check therefor. As yet I have not received such statement.

Will you also advise me if the insurance for accident, fire and theft has been properly taken care of on this car, which is now in Mr. Mitchell's garage at Beechurst, L. I.? If this insurance is not in force, kindly have the same taken care of at once in Mrs. Gish's name and send me the bill therefor. Also send me the policies, if already procured, and if not, as soon as they are ready.

Very truly yours,

AHTB/R

Griffith

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 16 DEY ST. N. Y.

U5GS CDB 64NL

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

LOSANGELES CALIF AUG 31 1917

ALBERT H T BANZHAF 8545

2 RECTOR STREET NEWYORK

FREDERICK HAS NOW REFUSED TO ACCEPT THREE WEEKS SALARY AS NEW CHEMICAL COMPANY IS PAYING HIM JIMMIE SMITH HERE AND WILL REQUIRE ROOM TO WORK IN WILL REQUIRE THREE HUNDRED FIFTY SEVEN TO COVER SALARYES TWO WATCHMEN BROWN AND MYSELF ALSO SENT WAREHOUSE AND BIG LOT AND SMITHS ROOM IF DESIRED CAN DEDUCT FREDERICKS SEVENTY FIVE FROM THIS AMOUNT WILL ADVISE RANCH REQUIREMENTS LATER

E C BIDWELL

1216AM

TO THE WESTERN UNION TELEGRAPH COMPANY, DR.
INCORPORATED

AUG. 1917

| MONTH AND DAY | DESTINATION | | | AMOUNT |
|---|---|---|---|---|
| 7 | D. GRIFFITHS | LONDON | 36 | 9 00 |
| 10 | " | " | 88 | 22 00 |
| 29 | " | " | 65 | 16 25 |
| 30 | " | " | 43 | 10 75 |
| | | | | 58.00 |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D.W. Griffith

September 1st 1917

Mrs. G. W. Bitzer,
1834 Canyon Drive,
Los Angeles, Calif.

Dear Mrs. Bitzer:

Enclosed please find check to your order for $250., being for account of salary for Mr. Bitzer for week ending September 1st 1917.

Kindly acknowledge receipt.

Truly yours,

DAVID W. GRIFFITH CORPORATION

Sec. & Treas.

R

Enc.

**D. W. G. CORPORATION**

No. 58 JERSEY CITY, N.J. SEP - 1 1917 191

PAY TO THE ORDER OF Mrs. G. W. Betzel $250.00

Two Hundred Fifty and no/100 DOLLARS

TO THE COMMERCIAL TRUST COMPANY
OF NEW JERSEY. 55-41
JERSEY CITY, N.J.

D. W. G. CORPORATION
Albert B. Campbell
~~TREASURER~~ President

Sept 1, 1917

Mr A. H. T. Banzhof.

Dear Sir,

Received check to Aug 25 and also expected to hear from you in regards to my letter and at least I deserved an answer.

Sincerely,

Mrs G. W. Bitzer.

Hupmobile

Harroun

Telephone: Circle 1616

Chas. E. Riess & Co. Inc.
Automobile Manufacturers and Distributors
1741 Broadway at 56th Street
NEW YORK

Sept. 1st 1917.

Mr. A. H. T. Benshaf,
#2 Rector Street,
New York City.

Dear Sir:-

We thank you for yours of August 30th in connection with outstanding account against Mrs. M. R. Gish. We enclose statement herewith showing balance of $103.85 due us for which we trust you will favor us with a check.

The insurance on this car is effective and we enclose herewith Germania Fire Insurance Company Policy #105, and Aetna Life Insurance Company liability policy #0173720.

Yours truly,

CHAS. E. RIESS & CO. INC.,

GENERAL MANAGER.

MEM*B

Form 2875

# WESTERN UNION

## ANGLO-AMERICAN DIRECT UNITED STATES CABLEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

150

Received at 16 BROAD STREET, NEW YORK

1917 AUG 31 PM 11 32

1917 SEP 1 AM 9 13

Z422N VD

LONDON 69/68

BAUZHOF

2 RECTOR STREET NEWYORK

PASSED-5

WILL GIVE MCSWEEN TWENTYTWO AND ONE HALF PERCENT UNTIL HE GETS THIRTYTHOUSAND THEN HE GETS TWELVEANDONEHALF PROVIDING MCSWEEN CO GIVES ENTIRE ATTENTION INTOLERANCE AND EXPERIMENTS WITH LECTURER WITH ONE OF FIRST TWO COMPANIES MCSWEEN MUST PAY ALL BOOKING OFFICE AND HIS OWN TRAVELLING EXPENSES FROM HIS SHARE CONTRACT ONE SEASON ONLY PRESERVE ALL INTOLERANCE DISCARDS PERHAPS MAY USE IN SEPARATE STORIES LATER

CRIFFITH

Form 2589

# WESTERN UNION

CABLEGRAM **DAY LETTER** CABLEGRAM

GEORGE W. E. ATKINS, VICE-PRESIDENT NEWCOMB CARLTON, PRESIDENT BELVIDERE BROOKS VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

**SEND** the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

SEPTEMBER 1 1917

DAVID GRIFFITH HOTEL SAVOY LONDON
BARRY AND I ARGUED MCSWEEN PROPOSITION THOROUGHLY BEFORE SUBMITTING HIS FINAL OFFER I SOUNDED ZUKOR CASUALLY REGARDING SIMILAR PROPOSITION HE OFFERED THIRTYFIVE SIXTYFIVE WE THEREFORE BELIEVE MCSWEEN OFFER OF TWENTYFIVE PERCENT UP TO THIRTYTHOUSAND THEN TWELVE AND ONEHALF BEST POSSIBLE LECTURER WITH COMPANY IMPRACTICAL MCSWEEN SHOULD HAVE OPTION TO RENEW THEREBY GETTING ASSURANCE HIS EFFORTS AND PRESERVATION OF PROPERTY WE FIRMLY BELIEVE YOU SHOULD ACCEPT PROPOSITION AS SUBMITTED AS LOSS OF TIME WILL AMOUNT TO MORE THAN TWO AND ONEHALF PER CENT THIRTY PRINTS WERE MADE IN NEWYORK BY SMITH AND ALLER SINCE JUNE CABLE LIABILITY INSURANCE PREMIUM PAID MAY POWER ATTORNEY FOR BOND POWER NOW ASKED TO SELL YOUR TRIANGLE NOTES FOR SEVENTYFIVE PERCENT AN INCREASE OF TWENTYFIVE OVER AMOUNT YOU AUTHORIZED ADVISE

BANZHAF

From: A.H.T.Banzhaf,
#2 Rector St.,
New York City.

Form 2589

Griffith

# WESTERN UNION

# DAY LETTER

GEORGE W. E. ATKINS, VICE-PRESIDENT NEWCOMB CARLTON, PRESIDENT BELVIDERE BROOKS VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

**SEND** the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

SEPTEMBER 1 1917

E C BIDWELL FAY BLDG LOSANGELES CALIF

SMITH SALARY AND EXPENSES TO BE PAID FROM NEWYORK OFFICE ADVISE AMOUNT NEEDED NEXT WEEK. MAIL STATEMENT OF RECEIPTS AND DISBURSEMENTS

BANZHAF

Suffolk

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT

DEY ST. N. Y.

1917 SEP 3 PM 7 22

C503CH 50 NL

LOS ANGELES CALIF 3

ALBERT H T BANZHAF

8081

2 RECTOR ST NEW YORK NY

IF UNSATISFACTORY ME TO HANDLE SMITHS OFFICE DEDUCT TWENTY FIVE FROM ESTIMATE SMITH TAKING ROOM ADJOINING MINE AND CAN RENT BOTH TOGETHER TWENTY SEVEN FIFTY BUT FIFTEEN EACH SEPARATELY ESTIMATE INCLUDED TWENTY FIVE FOR THIS ADDITIONAL RENT AND PINE WORK TABLE WHICH SMITH COULD REFUND TO ME MAILING STATEMENTS TONIGHT

E C BIDWELL.

Los Angeles, Cal., Sept. 3, 1917

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:-

I am attaching hereto statements showing my receipts and disbursements for the past five weeks. I did not realize I was so far behind, and will be more prompt in the future.

You will probably notice that some of the statements show salaries for two weeks. That is because in July the remittances from New York got behind, and sometimes two weeks remittances came in one amount, and behind time at that. If you take the trouble to check up the salaries, you will find that each one has received only what he was entitled to. However, everything is going along much better under the present arrangement.

What shall I do about little Colleen Moore? She is a little girl Mr. Griffith "found" in Chicago about the first of the year and sent out here. She has been drawing $50.00 per week ever since the studio closed, except for two weeks just ~~p~~ recently when she worked in a picture for the Universal "Bluebird".

I did not include her in my requisition while she was away, and when she returned I understood that she still had some "interiors" to take at the studio; but I was mistaken and she has been out of work for two weeks just passed and at the end of this week will have been idle three weeks. At $50.00 a week this of course would be $150.00.

I understood from Mr. Barry that Mr. Griffith wanted to retain her, and I am taking this means to explain the matter so that you can decide what to do about sending her salary. I overlooked it a week ago, and am writing now instead of telegraphing in order to give more details. She is a clever little girl (seventeen years old I believe) and has made good in all the pictures she has played in.

Yours very truly,

E. C. Bidwell

Have "Laboratory" financial statement nearly finished and will forward same in few days.

Form 260

# WESTERN UNION TELEGRAM

GEORGE W. E. ATKINS, VICE-PRESIDENT — NEWCOMB CARLTON, PRESIDENT — BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

**SEND** the following Telegram, subject to the terms on back hereof, which are hereby agreed to

SEPTEMBER 4 1917

E C BIDWELL FAY BLDG LOSANGELES CALIF

WIRE NAMES AND AMOUNTS THIS WEEKS PAYROLL YOU RENT TEMPORARILY SMITHS OFFICE HAVE SMITH PAY YOU AND CHARGE SAME IN HIS DISBURSEMENTS TO EPOCH COMPANY

BANZHAF

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT

U9GS AKN 67 NL

LOSANGELES CALIF SEPT 4 17

8574

ALBERT H T BANZHAF

2 RECTOR ST , NEWYORK

TO AVOID CONFUSION SMITH WILL PAY HIS OWN RENT AND EXPENSES SALARIES AS FOLLOWS BIDWELL TWENTY EIGHT KARL BROWN EIGHTY FIVE RICE FOURTEEN BITZER TWENTY LAST TWO NAMES ARE INTOLERANCE WATCHMEN TOTAL SALARIES ONE FORTY SEVEN RENT WAREHOUSE ONE HUNDRED RENT INTOLERANCE LOT EIGHTY FIVE TOTAL THREE THIRTY TWO STOP WRITING ABOUT FREDERICKS SALARY STOP ALSO REQUIRE FIVE SIXTY TO COVER AUGUST RANCH PAY ROLL AND EXPENSES

E C BIDWELL

130A

28
85
20
14
100
85
760
892

232

Form 2589

# WESTERN UNION

WESTERN UNION

CABLEGRAM **DAY LETTER** CABLEGRAM

GEORGE W. E. ATKINS, VICE-PRESIDENT NEWCOMB CARLTON, PRESIDENT BELVIDERE BROOKS VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

**SEND** the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

SEPTEMBER 4 1917

DAVID GRIFFITH HOTEL SAVOY LONDON

LITTLETON ANSWERS TODAY SEND POWER ATTORNEY TO SELL SERIES B SIX PERCENT NOTES OF TRIANGLE DISTRIBUTING CORPORATION

BANZHAF

From:
A.H.T.Banzhaf
#2 Rector St., New York City.

September 4th 1917

Chas. E. Riess & Co., Inc.,
1741 Broadway,
New York City.

Gentlemen:

I have your favor of the 1st inst. relative to outstanding account of Mrs. R. M. Gish, and re-enclose statement herewith with request that you kindly describe the itemized accounts from the date of May 25th on so that I may understand the same.

Will you also advise whether the premiums on the insurance policies which you have forwarded to me have been paid, and if so, send me the receipted bills, and if not, send me the bills for the same.

Very truly yours,

AHTB/R
Enf.

ORIGINAL CREDIT MEMORANDUM

# CHAS. E. RIESS & CO.,

INCORPORATED

Hupmobile
Car of the American Family

1741 BROADWAY AT FIFTY-SIXTH STREET.

MEMO. No.

NEW YORK, N. Y., Sept. 4, 1917

Miss Gish
1476 B'way
City.

WE CREDIT YOUR ACCOUNT AS FOLLOWS:

| | | | | | | |
|---|---|---|---|---|---|---|
| 6/11 | Inv. chged twice in error. | | 5 50 | | | |
| | | | | | | 5 50 |

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


**RECEIVED AT**

DD220CH CAU 41 NL

LOS ANGELES CALIF SEPT5 1917

ALBERT H T BANZHAF 8167

2 RECTOR STREET NEWYORK

BROWN HAS PERSONAL GRIFFITH TWO YEAR CONTRACT DATED JULY FOURTEENTH NINETEEN SIXTEEN SLIDING SCALE INCREASED TO EIGHTY FIVE PER WEEK JULY FIFTEENTH THIS YEAR AND JANUARY FIFTEENTH NEXT WILL BE ONE HUNDRED UNTIL END OF CONTRACT BARRY KNOWS ALL ABOUT IT

E C BIDWELL

903P

617 Fay Bldg.,
Los Angeles, Cal.

Sept. 5, 1917

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:-

I had no idea my telegrams were not clear, regarding the funds required for this week, but it seems they were.

You have sent me funds for three weeks to cover the salary of Hugo E. Fredrick - $75.00 in all - which he has refused to accept, and which leaves me with a larger balance on hand than I really require. It was my thought that perhaps you would like to take advantage of this and deduct the amount from my estimate or requisition for funds. For example, my telegram of August 31st called for $357.00 from which if you wanted to you could have deducted this unclaimed money for Fredrick, $75.00, and I would have still have had sufficient cash. However, I can leave the money on hand in the bank and it can be taken into consideration at any time you wish for Mr. Fredrick is firm in his attitude that it would be wrong for him to accept the money.

In regard to Karl Brown, he was Billy Bitzer's assistant at the studio - all through the production of the Clansman and Intolerance. He showed more than ordinary ability in securing photographic effects, and Mr. Griffith had Mr. Barry prepare a contract to hold Brown.

As per my message today, the contract is dated July 15, 1916, and is on a sliding scale with an increase each six months for two years. The six month periods are $40, $65, $85, and $100.

On account of my remittances from New York having been delayed, I see that none of the reports that I sent you covering disbursements for July showed young Brown as receiving more than $65 per week, but the reports I mailed you a few days ago cover the increased rate.

Best regards
E C Bidwell

Bedbank loss

617 Fay Bldg.,
Los Angeles, Cal.

Sept. 5, 1917

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:-

You will be pleased to know that Mr. Sternlov has at last succeeded in selling the oil rig, and has turned over to me a check from the purchaser amounting to $2000.00.

Mr. Sternlov originally paid $3500 for the two rigs and a quantity of pipe and casings; and after using them as long as he required them he sold one rig for $2500, the other for $2000, and the casings for $1600, a total of $6100 which is not so bad although he had to use up some automobile tires going after customers.

Out of this $2000.00 I paid the cost of loading the rig on cars for shipment - $100.70, and also paid Mr. Sternlov for what he was out on account of cash advanced for young citrus trees, $301.29, and this leaves a balance of $1598.01 on hand.

Mr. Sternlov secured renewed quotations on pipe and accessories for putting in an irrigating system, and the figures are the same from three different concerns. As near as we can figure it out now the system can be installed for $1550, which we ask your permission to do.

Both Mr. Sternlov and I have already explained the urgent necessity for an irrigating system. The moment the system is ready for use we can let half the crew go and this and the other expenses we can cut out will be about $200.00 per month. We have figured it a half dozen different ways and it comes out the same - $200.00 per month saved as soon as the system is in.

After the system is in the cost of connecting to the aqueduct system will be practically nothing - only $25 or $30, as the aqueduct line is only a few feet away from where it will be necessary to put it in order to connect with our own pumping system. The cost of using aqueduct

water will be practically the same as what we are now paying for distillate to run the pump - $50 to $80 per month, but we will have the advantage of being able to irrigate the whole orchard instead of a few bucket fulls to each tree as we have to do now. And besides, for the next two years a crop can be grown between the trees without injuring them which itself will bring in an income to the ranch.

I have asked you for $560 to cover August payroll and expenses, and by the time you receive this letter you will probably have sent it.

However, if you "turn us down" on the irrigation plan, and want me to use this amount I have on hand to pay ranch expenses, kindly let me know and I will return whatever amount you send me this week for the ranch.

Mr. Griffith has depended very largely on Mr. Sternlov so far in matters pertaining to ranch management and improvements, and we both feel that if the matter was put up to him he would tell Carl to use his judgment. And under the circumstances, and in view of the saving in view and the possibility to raise additional crops between the trees, we would like to have your permission to put in the irrigating system.

Yours very truly,

E C Bidwell

Hupmobile

Harroun

Telephone Circle 1616

**Chas. E. Riess & Co. Inc.**

Automobile Manufacturers and Distributors

1741 Broadway at 56th Street

NEW YORK

Twyc/a

Gish

September 5th 1917.

Mr.A.H.T.Banzhaf,
#2 Rector Street,
New York City,N.Y.

Dear Sir:-

We have yours of the 4th, and enclose duplicate bills for all charges shown on statement enclosed for the account of Mrs.M.R.Gish.

The insurance has not been paid to date and bill for same is attached hereto.

It is very important that you clear this account, and we trust the information attached may enable you to make immediate settlement.

Yours truly,

CHAS.E.RIESS & CO.INC.,

W D Murphy

GENERAL MANAGER.

MFM*B

- - - - - - - - - - - - - - - - - - -

J. S. McSWEEN

-and-

WARK PRODUCING CORPORATION

- - - - - - - - - - - - - - - - - - -

A G R E E M E N T

- - - - - - - - - - - - - - - - - - - -

Dated, Sept. 6 1917.

AGREEMENT made this 6th day of September, 1917, between WARK PRODUCING CORPORATION, a corporation organized under the laws of the State of New York, hereinafter referred to as the Wark Company, of the first part, and J. S. McSWEEN of the city and state of New York, hereinafter referred to as "McSween" of the second part:

W I T N E S S E T H:

1. The Wark company is the owner of the copyrighted motion picture photoplay entitled "Intolerance" and has the sole right to distribute the same throughout the territory hereinafter specified.

2. The Wark Company hereby leases to the said McSween ten (10) prints of the said photoplay or as many as said McSween may require up to twenty (20) prints for the term of one year from the datet hereof for exhibition and exploitation in the territory hereinafter specified, at a rental to be paid as hereinafter provided for out of the net profits received by said McSween from his operating companies. Said net profits to be computed as follows: By deducting from the gross receipts received weekly from the exhibitors the actual cost of operating each of said companies, the aggregate cost of said companies to average as nearly as possible the sum of Six hundred ($600.) dollars per week for each company. The balance shall be deemed net profits to be divided as follows: Seventy five (75%) per-cent. to be paid by said McSween to the Wark Company and Twenty five (25%) per-cent. to be retained by him out of which twenty five per-cent. (25%) said McSween is to pay all the overhead, office and traveling expenses outside of the aforesaid operating companies' expenses. Settlements and payments to be made by said McSween to the Wark Company, not later than the 10th day of each and every month during the term of this contract.

It is further agreed by the parties hereto that if the net personal profits of the said McSween shall amount to more than Thirty

Thousand ($30,000.) dollars for the term of this contract then and in that event said McSween shall pay to the Wark Company fifty per-cent. (50%) of all personal profits received by him in excess of said thirty thousand dollars during the term of this contract.

The Wark Company hereby leases to the said McSween the said prints, together with all the Wark Company's rights to exhibit and exploit and deal in and with the said photoplay in the said territory during said period.

3. The territory hereinafter referred to within which said photoplay and prints may be exhibited and exploited are as follows:

Maine, New Hampshire, Vermont, New York, Massachusetts, Rhode Island, Connecticut, Pennsylvania, New Jersey, Delaware, Maryland, District of Columbia, Virginia, West Virginia, Kentucky, North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Louisiana, Texas, Oklahoma, Kansas, Colorado, New Mexico, Utah, Wyoming, Nebraska, Missouri, Illinois, Tennessee, Indiana, Michigan, Ohio, Arkansas.

4. Said McSween agrees to keep full and correct accounts of all expenditures and receipts in connection with the exhibition and exploitation of said photoplay "Intolerance" and shall not later than the 10th day of each month report to the Wark Company in writing the amount of his gross receipts during the preceding month and all deductions therefrom showing the amount and method of calculating such net profits as hereinbefore provided, together with settlements for such profits as aforesaid. Said McSween agrees to mail nightly to the Wark Company at its offices, Room 807 Longacre Building, New York City, from the city or town in which any performance is given copies of all box office statements showing the gross and net receipts of every performance, signed by the manager or treasurer of the theatre and by the representative of said McSween and in the event of said photoplay being exhibited on a rental basis, then he shall mail to the company a copy of said rental contract together with weekly statements of exhibiting companies' disbursements.

The Wark Company shall have the right at all reasonable times to examine the books of said McSween by an accredited representative for the purpose of determining the correctness of the accounts rendered, both of his overhead and exhibiting companies' expenses.

The Wark Company agrees with the said McSween that during the term of this lease neither the Wark Company nor its servants or agents shall exhibit or exploit said photoplay or any part thereof or cause it or any part thereof to be exhibited or exploited within the territory aforesaid and further agrees that it has not given nor will it give any person, firm or corporation any right, license or privilege to sell, exhibit, exploit or otherwise deal in and with said photoplay within the said territory during the term of this lease.

Said McSween agrees that he will not copy or duplicate said photoplay or any part thereof or cause or knowingly permit the same to be copied or duplicated and that he will not exhibit or exploit said photoplay or cause or knowingly permit the same to be exhibited or exploited in any other territory than the aforementioned territory and that he will not exhibit or exploit any prints of said photoplay other than those hired hereunder within the said territory and that upon violation of this or any other provision of this agreement by the said McSween the lease of said photoplay shall terminate and expire and the Wark Company shall be entitled to immediate possession of said photoplay and all copies and prints of the same and shall have the right to recover possession of the same or any of them with or without legal process and wherever found and the failure to exercise this right for any breach shall not be a waiver of the right to exercise it for the same or any other breach at any time thereafter.

Said McSween hereby agrees that he will not exhibit or exploit or advertise nor permit the exhibition, exploitation or advertisement of said photoplay as part of any program of photoplays and further agrees that the forms and announcements of advertising of the presentation of the film may be only those provided by the Wark Producing Company or

approved by it in writing.

Said McSween agrees to devote his sole and exclusive services to the performance of this contract and always to exhibit said photoplay in a first class manner and in the form of the story presented by the prints so leased as aforesaid and he also agrees that he will use his best efforts to obtain bookings for said photoplay at the best terms obtainable, and that upon violation of this provision or his failure to comply therewith within a reasonable time after notice in writing by registered mail, the lease of said photoplay shall terminate and expire and the Wark Company shall be entitled to immediate possession of said photoplay and all copies and prints of the same and shall have the right to recover possession of the same or any of them with or without legal process wherever found according to the provision aforesaid.

Neither this agreement nor any rights arising therefrom shall be assigned or transferred in whole or in part by the said McSween without the written consent of the Wark Company.

No representations made by any representative or agent of the Wark Company or by any other person shall be binding or be considered a part of any agreement between the Wark Company and the said McSween unless herein expressly conditioned and no variation of this agreement shall be made except in writing signed on the part of the Wark Company by its president who it is agreed is the only person authorized to sign the same on behalf of the Wark Company.

Posters and advertising matter shall at all times during the life of this agreement be sold by the Wark Company to the said McSween at cost thereof to the Wark Company but nothing herein shall prevent the said McSween from purchasing his posters or lithographs elsewhere provided the same are approved as to subject, form and design by the Wark Company.

The said McSween agrees that he will not permit the exhibition of said photoplay at any place except in theatres, vaudeville houses or first class motion picture houses and will not permit the

exhibition thereof unless a minimum fee of twenty five cents (25¢) is advertised and charged at all performances and that in no instance shall the said McSween permit the exhibition of said photoplay unless accompanied by an orchestra of at least as many pieces as it is customary to employ in the theatre or motion picture house in which said photoplay is presented and the said McSween agrees to use his best efforts to have such orchestra accompany each performance of said photoplay with the musical accompaniment as arranged by Carl Breil and the Wark Company agrees to provide two copies of said musical score to said McSween with each of the aforementioned prints leased as aforesaid. Said McSween further agrees that he will not use or permit the exhibition or presentation of defective prints of aforesaid photoplay and that the Wark Company may at all reasonable times examine and inspect the prints of said photoplay in possession of said McSween.

Upon the expiration of this agreement, either by limitation, expiration or cancellation said McSween agrees to return to the Wark Producing Company all prints of said motion picture photoplay received by him hereunder.

It is further agreed by and between the parties hereto that in the event that the total profits received from the traveling companies amount to the sum of Two hundred thousand ($200,000.) dollars for the term of this contract, then and in that event the said McSween shall have the option to renew this contract for another term of one year upon the same terms and conditions hereof, provided said McSween gives written notice to the Wark Company sixty days before the termination of this contract of the exercise of the aforesaid option.

It is further understood and agreed that McSween is not the representative of the Wark Company in any manner whatever, and that McSween agrees that he will not so hold out either by advertising

or otherwise to the public or to any person whomsoever, and that the Wark Company shall not be liable or bound for any representation or omission whatever of the said McSween, and that said McSween agrees that he will hold the Wark Company harmless from any debts, obligations or other liabilities of any nature whatsoever incurred or caused by him due to any act of omission or commission of whatever nature.

It is further understood that this agreement does not in any wise constitute a partnership between the parties hereto.

The rights and remedies given to the Wark Company herein are in addition to and not in lieu of any limitation or degrodation of the rights and remedies in this agreement, otherwise granted or by law created and vested in the Wark Company, and any waiver by the Wark Company of any breach by the said McSween whether such waiver be direct or implied shall not be construed to be a continuing waiver or a waiver of or consent to any subsequent breach on the part of the said McSween.

IN WITNESS WHEREOF the Wark Producing Corporation has caused these presents to be signed by its president and its corporate seal hereunto affixed, and the said J.S.McSween has hereunto affixed his hand and seal the day and year first above written.

WARK PRODUCING CORPORATION
By

_____ (L.S.)
President

J. S. McSween (L.S.)

DWG Corp

September 8th 1917

Mrs. G. W. Bitzer,
1834 Canyon Drive,
Los Angeles, Calif.

Dear Mrs. Bitzer:

Enclosed please find check to your order for $250., being for account of Mr. Bitzer's salary for week ending September 8th.

Kindly acknowledge receipt.

Truly yours,

DAVID W. GRIFFITH CORPORATION

Sec. & Treas.

R

Enc.

**D. W. G. CORPORATION**

No. 62 JERSEY CITY, N.J. SEP 7 1917 191

PAY TO THE ORDER OF Mrs. E. W. Betz $250.00

Two Hundred Fifty and 00/100 DOLLARS

D. W. G. CORPORATION

Albert Banzhaf

TREASURER President

TO THE COMMERCIAL TRUST COMPANY
OF NEW JERSEY. 55-41
JERSEY CITY, N.J.

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT

D. A. Y. Co.

B 10CH 49 NL LOSANGELES CALIF 8

1917 SEP 9 AM 2 13

ALBERT H T BANZHAF

8568

2 RECTORS ST NEWYORK NY

FUNDS FOR NEXT WEEK AS FOLLOWS SALARIES WITHOUT COLLEEN MOORE ONE FORTY SEVEN WESTERNUNION BILL TWENTY ONE INTEREST BANK SANPEDRO THIRTY TOTAL ONE NINETY EIGHT STOP MISS MOORE IN TO SEE ME AGAIN PER MY LETTER THIRD SHE HAS BEEN IDLE THREE WEEKS AND NOW APPEARS ANXIOUS ABOUT SALARY

E C BIDWELL.

147.
21.
30
198

Statement 10/13/17
GB-29

Wired today
Sept 14 - 17
Left 14 - 17
by Bank change
D.A.Y. Co.

carpenters
on 2 days
25 & 30

house — Hotel Wellington
Page 155

Hair from country
Paul Kester
Bobbs Merrill

M. H. 6561
Ira Carter

6 terrace Stonewood
Jamaica

address
145-84 St.

Oct 5

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Los Angeles, California

September 10th.

Rev. Father Gottfried,
c/o Union Steamship Co. of N. Z.
San Francisco, Calif.

Dear Sir:

Mr. Griffith has asked me to write and tell you that he will indeed be glad to see you if you find opportunity to call at his studio, 4500 Sunset Boulevard, Los Angeles, where he spends the most of his time or at the Alexandria Hotel where he makes his home, during your visit to this state.

Very truly yours,

Secretary to Mr. Griffith

September 10th 1917

Clune Film Exchange,
547 South Broadway,
Los Angeles, Calif.

Gentlemen:

Your favor of the 24th ult. relative to rights of "Avenging Conscience" in Australia, also "The Escape", has been received.

I beg to advise that the rights for this territory for both pictures have been sold.

Any further information you desire, I will be pleased to give you.

Very truly yours,

DAVID W. GRIFFITH CORPORATION

Sec.& Treas.

AHTB/R

Hupmobile

Harroun

Telephone Circle 1616

**Chas. E. Riess & Co. Inc.**
Automobile Manufacturers and Distributors
1741 Broadway at 56th Street
NEW YORK

Sept. 12th 1917.

Mr. A. H. T. Banzhaf,
#2 Rector Str.
New York.

Dear Sir:-

We wish to inquire if it is now possible for you to furnish us with check in settlement of the Gish account.

Thanking you in advance for an early remittance, we are,

Yours truly,

CHAS.E.RIESS & CO.INC.

GENERAL MANAGER.

MFM*B

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 73 GS QW 71 NL

FX LOS ANGELES CAL SEPT 13 1917

ALBERT H T BANZHAF 8902

2 RECTOR ST NEW YORK

I-RRIGATION SYSTEM INVOLVES THE MAKING AND LAYING OF ABOUT SIX THOUSAND FEET CEMENT PIPE WHICH WILL TAKE SIX WEEKS TO TWO MONTHS UNABLE TO LEARN DEFINITELY ABOUT NEGATIVE OF HOME SWEET HOME BUT FORMER SHIPPING CLERK RECALLS SHIPPING SAME TO DUNNING NEWYORK DURING THE AUTUMN OF NINETEEN FOURTEEN EPPING THINKS IT WAS SHIPPED TO WESTERN IMPORT LONDON JIMMIE SAYS NEGATIVE SCRAPS AND CUTOUTS PROBABLY STILL AT FINE ARTS BUT NOT SURE

E C BIDWELL

207AM 14TH

Florence Griffith

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D.W.G. Corp

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

September 13th 1917

Mr. David W. Griffith,

-To-

ALBERT H. T. BANZHAF, DR.

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

| | |
|---|---|
| Telegrams for August | $11.20 |
| Moore's Detective Agency, for detective work | 8.35 |
| Cables for July an August | 88.70 |
| Fares, phones and postage | 1.80 |
| To professional services for the months of August and September | 300.00 |
| | $410.05 |

Received payment,

A H T Banzhaf

Check 64

SEP 15 1917

A

duplicate

EPOCH PRODUCING CORPORATION

AUDITOR'S REPORT

YEAR ENDED JUNE 30, 1917.

PREPARED BY
ALEXANDER F. MAKAY
CERTIFIED PUBLIC ACCOUNTANT
347 FIFTH AVENUE
NEW YORK

DATE September 13, 1917

New York,
September 13, 1917.

Harry E. Aitken, President,
Epoch Producing Corporation,
1476 Broadway, New York City.

Dear Sir:-

In accordance with instructions received from A. H. T. Banzhaf, I have made an examination of the books and accounts of the Epoch Producing Corporation for the period from July 1st, 1916 to June 30, 1917 and now submit my report thereon together with the Exhibits and Schedules as shown on the index affixed hereto.

The balance of cash in bank was verified by reconciliation with a certificate received from the bank and found to be correct.

The Royalty Accounts have been examined and the details for the period under review are set forth on Exhibits "C" and "D".

The profit for the period as shown on the Profit and Loss Statement amounted to $91,230.77, the details of which are shown on Exhibit "B".

If there is any further information you may desire in regard to the examination I shall be pleased to furnish it.

Respectfully submitted,

Alexander Muckay

Certified Public Accountant.

EPOCH PRODUCING CORPORATION

Index to Statements

June 30, 1917

Financial Statement and Profits:


| | | |
|---|---|---|
| Financial Statement June 30, 1917 | Exhibit | "A" |
| Profit and Loss Statement from July 1, 1916 to June 30, 1917 | " | "B" |


Profit and Loss Statements:


| | | |
|---|---|---|
| Company "A" | Schedule | "1" |
| " "B" | " | "2" |
| " "C" | " | "3" |
| " "D" | " | "4" |
| " "E" | " | "5" |
| " "F" | " | "6" |
| " "G" | " | "7" |
| " "H" | " | "8" |
| English Company No.1 | " | "9" |
| English Company No.2 | " | "10" |
| English Company No.3 | " | "11" |
| English Company No.4 | " | "12" |
| Australian Company No.1 | " | "13" |
| Australian Company No.2 | " | "14" |
| Australian Company No.3 | " | "15" |
| Australian Company No.4 | " | "16" |
| South American Company No.1 | " | "17" |
| South AmericanCompany No.2 | " | "18" |
| South American Company No.3 | " | "19" |
| Sale of Rights July 1, 1916 to June 30, 1917. | " | "20" |


Royalty Statements:


| | | |
|---|---|---|
| Royalty Statement July 1, 1916 to June 30, 1917 | Exhibit | "C" |
| Distribution of Royalty and Profits July 1, 1916 to June 30, 1917 | " | "D" |

EPOCH PRODUCING

FINANCIAL

June 30,

| | | | |
|---|---|---|---|
| CURRENT ASSETS: | | | |
| Cash in Central Trust Company | | $33,236.20 | |
| Accounts Receivable: | | | |
| W. N. Seligsberg | $ 100.00 | | |
| William Elliot Burlock Manager English Companies | 8,656.44 | | |
| A. L. Grey, Manager Australian Companies | 113.20 | | |
| TOTAL ACCOUNTS RECEIVABLE | | 8,869.64 | |
| TOTAL CURRENT ASSETS | | | 42,105.84 |
| WORKING ASSETS: | | | |
| Cost of Production | | 108,475.74 | |
| Cost of Production supplies | 51,219.35 | | |
| Less Reserve for Depreciation | 35,043.35 | | |
| NET COST OF PRODUCTION SUPPLIES | | 16,176.00 | |
| TOTAL WORKING ASSETS | | | 124,651.74 |
| TOTAL | | | $ 166,757.58 |

EXHIBIT "A"

CORPORATION

STATEMENT

1917

| | | |
|---|---|---|
| CURRENT LIABILITIES: | | |
| Thomas Dixon Royalty Account | $ 7,785.33 | |
| D. W. Griffith Royalty Account | 11,678.03 | |
| TOTAL CURRENT LIABILITIES | | 19,463.36 |
| CAPITAL STOCK | | |
| Authorized | | |
| 1250 shares of a par value of $100 each | 125,000.00 | |
| Issued: | | |
| 1100 shares of a par value of $100 each | | 110,000.00 |
| SURPLUS: | | |
| Balance July 1, 1916 | 110,586.86 | |
| The above amount consists of the value of the Production Supplies, Cash in Bank and Sundry Accounts Receivable. | | |
| vProfit from July 1, 1916 to June 30, 1917 as per Exhibit "B" | 91,230.77 | |
| Adjustments: | | |
| Differences in calculating Royalty Statements prior to July 1,1916 not included in last report | 476.59 | |
| TOTAL SURPLUS | 202,294.22 | |
| Less: Dividends declared from July 1,1916 to June 30, 1917 | 165,000.00 | |
| NET SURPLUS: | | 37,294.22 |
| Being the net value of the Production Supplies, Cash in Bank and Sundry Debit Items not available for dividends. | | |
| TOTAL CAPITAL AND SURPLUS | 147,294.22 | |
| TOTAL | | $ 166,757.58 |

ALEXANDER F. MACKAY
CERTIFIED PUBLIC ACCOUNTANT
NEW YORK CITY

Schedule ~~K & Schedule H.~~ ~~Balance of Capital~~ Changes in invested Capital

## EPOCH PRODUCING CORPORATION

| | | | |
|---|---|---|---|
| Paid in Capital at organization March 1915 | | | 110,000. |
| " " Surplus " " | | | 280. |
| Profit March 1915 to Dec. 31st,1916 | | 701,169.14 | |
| " Year 1917 | | 20,361.96 | |
| | | 721,531.10 | |
| Dividends to Dec. 31st,1916 | 654,500. | | |
| Dividends and return of Capital 1917 | 132,000. | 786,500. | |
| Depletion of Capital 12/31/17 | | | 64,968.90 |
| Balance of Capital 12/31/17 | | | 45,311.10 |
| Profit 1918 | | | 8,935.69 |
| | | | 54,246.79 |
| Distribution Capital and dividends 1918 | | 31,900. | |
| Federal Tax Paid in 1918 | | 8,127.96 | 40,027.96 |
| Balance of capital 12/31/18 | | | 14,218.83 |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

EPOCH PRODUCING

PROFIT AND LOSS

From July 1, 1916

| | Gross Receipts | Expenses | Net Earnings |
|---|---|---|---|
| Company "A" See Schedule "1" | $ 165,497.44 | 83,699.42 | 81,798.02 |
| Company "B" See Schedule "2" | 152,182.77 | 88,725.72 | 63,457.05 |
| Company "C" See Schedule "3" | 127,977.30 | 68,155.43 | 59,821.87 |
| Company "D" See Schedule "4" | 135,521.63 | 74,921.67 | 60,599.96 |
| Company "E" See Schedule "5" | 137,726.81 | 104,208.37 | 33,518.44 |
| Company "F" See Schedule "6" | 97,134.87 | 55,089.84 | 42,045.03 |
| Company "G" See Schedule "7" | 44,526.18 | 21,272.77 | 23,253.41 |
| Company "H" See Schedule "8" | 35,225.89 | 16,344.90 | 18,880.99 |
| English Company No. 1 See Schedule "9" | 52,857.33 | 47,167.38 | 5,689.95 |
| English Company No. 2 See Schedule "10" | 53,884.64 | 37,538.25 | 16,346.39 |
| English Company No. 3 See Schedule "11" | 26,810.76 | 19,588.48 | 7,222.28 |
| English Company No. 4 See Schedule "12" | 499.96 | 231.30 | 268.66 |
| Australian Company No.1 See Schedule "13" | 30,570.93 | 25,638.58 | 4,932.35 |
| Australian Company No.2 See Schedule "14" | 32,815.56 | 27,142.62 | 5,672.94 |
| Australian Company No.3 See Schedule "15" | 15,511.12 | 13,839.99 | 1,671.13 |
| Australian Company No.4 See Schedule "16" | 15,117.47 | 14,392.00 | 725.47 |
| S.American Company No.1 See Schedule "17" | 15,532.04 | 16,681.24 | 1,149.20 |
| S.American Company No.2 See Schedule "18" | 11,579.29 | 15,419.59 | 3,840.30 |
| S.American Company No.3 See Schedule "19" | 1,145.88 | 951.58 | 194.3[illegible] |
| TOTAL RECEIPTS | 1,152,117.87 | | |
| TOTAL EXPENSES | | 731,009.13 | |
| NET EARNINGS, COMPANIES | | | 421,108.74 |

OTHER INCOME

| | | |
|---|---|---|
| Sale of Rights, See Schedule "20" | 84,677.82 | |
| Royalties and Management, English Companies | 9,714.74 | |
| Royalties on Music | 188.64 | |
| TOTAL OTHER INCOME | | 94,581.20 |
| TOTAL INCOME | | 515,689.94 |

EXPENSES:

| | | |
|---|---|---|
| General Expenses: | | |
| Salaries | 59,982.50 | |
| Rentb | 2,258.50 | |
| Telegraph and Telephone | 2,451.45 | |
| Furniture and Fixtures | 113.08 | |
| Postage and Supplies | 9,859.16 | |
| Censorship | 5,247.84 | |
| Traveling | 1,964.15 | |
| Advertising | 1,930.26 | |
| Carried Forward | 83 806.94 | 515,689.94 |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

EXHIBIT "B"

ORPORATION

TATEMENT

to June 30, 1917.

| | | | |
|---|---|---|---|
| TOTAL INCOME BROUGHT FORWARD | | | $515,689.94 |
| Expenses, Continued | | | |
| General Expenses, Brought Forward | $ 83,806.94 | | |
| Insurance | 8,364.92 | | |
| Legal | 21,266.01 | | |
| Taxes | 14,848.26 | | |
| Printing | 365.82 | | |
| Storehouse Labor and Equipment | 2,869.82 | | |
| Express and Transfer | 487.38 | | |
| Sundries | 1,252.06 | | |
| TOTAL GENERAL EXPENSES | | 132,529.57 | |
| Australian Office Expenses | | 624.11 | |
| Production Supplies | | 10,658.08 | |
| TOTAL EXPENSES | | | 143,811.76 |
| NET OPERATING PROFIT | | | 371,878.18 |
| FROM WHICH DEDUCT: | | | |
| Royalties, See Exhibit "C" | 264,471.40 | | |
| Depreciation of Production Supplies on hand July 1, 1916 | 16,176.01 | | |
| TOTAL DEDUCTIONS | | | 280,647.41 |
| NET PROFIT FOR THE PERIOD | | | $ 91,230.77 |

SCHEDULE "1"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement- Company A

From July 1, 1916 to June 8, 1917

| | | |
|---|---|---|
| Receipts | | $165,497.44 |
| Expenses: | | |
| Salaries: Staff, Orchestra, Supers | $57,195.50 | |
| Properties | | |
| Supplies | 112.59 | |
| Rent | | |
| Light | | |
| Detective Bureau | | |
| Advertising | | |
| Salaries | | |
| Papers | 9,154.13 | |
| Supplies | 5,960.63 | |
| Billboards | 1,671.70 | |
| Traveling | 6,535.84 | |
| Sundries | | |
| Manager's Expense | 1,060.06 | |
| Express and Transfer | 2,008.97 | |
| Total Expenses | | 83,699.42 |
| Net Earnings | | $ 81,798.02 |

SCHEDULE "2"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - Company B

From July 1, 1916 to June 25, 1917

| | | |
|---|---|---|
| Receipts | | $152,182.77 |
| Expenses: | | |
| Salaries: Staff, Orchestra, Supers | $51,768.45 | |
| Supplies | 572.77 | |
| Rent | 8,000.00 | |
| Advertising | | |
| Papers | 6,567.21 | |
| Supplies | 5,448.89 | |
| Billboards | 3,981.97 | |
| Traveling | 7,582.09 | |
| Sundries | 241.16 | |
| Manager's Expense | 2,194.95 | |
| Express and Transfer | 2,368.23 | |
| Total Expenses | | 88,725.72 |
| Net Earnings | | $ 63,457.05 |

SCHEDULE "3"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - Company "C"

From July 1, 1916 to June 10, 1917.

| | | |
|---|---|---|
| Receipts | | $127,977.30 |
| Expenses: | | |
| Salaries: Staff, Orchestra, Supers | $44,239.60 | |
| Supplies | 262.62 | |
| Advertising | | |
| Papers | 5,040.07 | |
| Supplies | 5,309.48 | |
| Billboards | 1,942.82 | |
| Traveling | 7,977.39 | |
| Sundries | | |
| Manager's Expense | 1,732.31 | |
| Express and Transfer | 1,651.14 | |
| Total Expenses | | 68,155.43 |
| Net Earnings | | $ 59,821.87 |

SCHEDULE "4"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement Company "D"

From July 1, 1916 to June 6, 1917.

| | | |
|---|---|---|
| Receipts | | $135,521.63 |
| Expenses: | | |
| Salaries: Staff, Orchestra, Supers | $44,951.46 | |
| Supplies | 574.57 | |
| Advertising | | |
| Papers | 13,369.16 | |
| Supplies | 5,489.91 | |
| Billboards | 3,377.32 | |
| Traveling | 3,425.89 | |
| Sundries | 1,332.71 | |
| Manager's Expenses | 1,031.33 | |
| Express and Transfer | 1,369.32 | |
| Total Expenses | | 74,921.67 |
| Net Earnings | | $ 60,599.96 |

SCHEDULE "5"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - Company "B"

From July 1, 1916 to June 27, 1917.

| | | |
|---|---|---|
| Receipts | | $137,726.81 |
| Expenses: | | |
| Salaries: Staff, Orchestra, Supers | $50,262.05 | |
| Supplies | 1,917.17 | |
| Rent | 17,080.51 | |
| Advertising | | |
| Papers | 15,516.87 | |
| Supplies | 7,752.25 | |
| Billboards | 3,628.99 | |
| Traveling | 5,092.04 | |
| Sundries | 104.71 | |
| Manager's Expense | 1,430.37 | |
| Express and Transfer | 1,423.41 | |
| Total Expenses | | 104,208.37 |
| Net Earnings | | $ 33,518.44 |

SCHEDULE "6"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - Company "F"

From July 1, 1916 to June 15, 1917.

| | | |
|---|---|---|
| Receipts | | $97,134.87 |
| Expenses: | | |
| Salaries: Staff, Orchestra, Supers | $33,999.33 | |
| Supplies | 155.24 | |
| Advertising | | |
| Papers | 6,300.38 | |
| Supplies | 5,009.39 | |
| Billboards | 1,703.29 | |
| Traveling | 5,134.95 | |
| Manager's Expense | 1,200.23 | |
| Express and Transfer | 1,587.03 | |
| Total Expenses | | 55,089.84 |
| Net Earnings | | $42,045.03 |

SCHEDULE "7"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - Company "G"

From July 1, 1916 to May 31, 1917.

| | | |
|---|---|---|
| Receipts | | $44,526.18 |
| Expenses: | | |
| Salaries: Staff, Orchestra, Supers | $10,703.00 | |
| Supplies | 251.82 | |
| Advertising | | |
| Papers | 4,594.53 | |
| Supplies | 1,707.48 | |
| Billboards | 1,877.10 | |
| Traveling | 1,029.83 | |
| Manager's Expense | 860.00 | |
| Express and Transfer | 249.01 | |
| Total Expenses | | 21,272.77 |
| Net Earnings | | $23,253.41 |

SCHEDULE "8"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - Company "H"

From July 1, 1916 to June 18, 1917.

| | | |
|---|---|---|
| Receipts | | $35,225.89 |
| Expenses: | | |
| Salaries: Staff, Orchestra, Supers | $8,062.59 | |
| Supplies | 343.88 | |
| Advertising | | |
| Papers | 3,535.57 | |
| Supplies | 1,566.57 | |
| Billboards | 1,288.27 | |
| Traveling | 1,070.08 | |
| Manager's Expense | 369.97 | |
| Express and Transfer | 107.97 | |
| Total Expenses | | 16,344.90 |
| Net Earnings | | $18,880.99 |

SCHEDULE "9"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - English Company No.1

From July 1, 1916 to June 20, 1917.

| | | |
|---|---|---|
| Receipts | | $52,857.33 |
| Expenses: | | |
| Salaries: Staff, Orchestra, Supers | $19,641.09 | |
| Royalties | 2,249.85 | |
| Supplies | 1,968.08 | |
| Rent | 5,642.91 | |
| New York Office Expense | 3,718.92 | |
| Light | 807.05 | |
| Advertising | | |
| Papers | 7,302.57 | |
| Supplies | 660.18 | |
| Billboards | 1,594.87 | |
| Traveling | 1,035.27 | |
| Manager's Expense | 1,915.85 | |
| Express and Transfer | 630.74 | |
| Total Expenses | | 47,167.38 |
| Net Earnings | | $ 5,689.95 |

SCHEDULE "10"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - English Company No.2

From July 1, 1916 to June 20, 1917.

| | | |
|---|---|---|
| Receipts | | $53,884.64 |
| Expenses: | | |
| Salaries: Staff, Orchestra, Supers | $14,782.00 | |
| Royalties | 2,074.95 | |
| Supplies | 1,173.76 | |
| Rent | 3,276.91 | |
| New York Office Expense | 3,528.36 | |
| Light | 684.85 | |
| Advertising | | |
| Papers | 6,874.58 | |
| Supplies | 1,266.69 | |
| Billboards | 640.59 | |
| Traveling | 1,421.75 | |
| Manager's Expense | 1,412.84 | |
| Express and Transfer | 398.62 | |
| Sundries | 2.35 | |
| Total Expenses | | 37,538.25 |
| Net Earnings | | $16,346.39 |

SCHEDULE "11"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - English Company No.3

From August 28, 1916 to June 2, 1917

| | | |
|---|---|---|
| Receipts | | $26,810.76 |
| Expenses: | | |
| Salaries, Staff, Supers | $7,315.47 | |
| Royalties | 1,009.65 | |
| Supplies | 2,962.17 | |
| New York Office | 2,383.32 | |
| Light | 6.08 | |
| Advertising | | |
| Papers | 1,757.52 | |
| Supplies | 763.64 | |
| Billboards | 605.44 | |
| Traveling | 985.33 | |
| Sundries | 238.37 | |
| Manager's Expense | 1,044.66 | |
| Express and Transfer | 516.83 | |
| Total Expenses | | 19,588.48 |
| Net Earnings | | $ 7,222.28 |

SCHEDULE "12"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - English Company No.4

From March 5, 1917 to March 10, 1917.

| | | |
|---|---|---|
| Receipts | | $ 499.96 |
| Expenses: | | |
| Salaries | $42.93 | |
| Royalties | 23.85 | |
| Supplies | | |
| New York Office Expense | 95.40 | |
| Advertising | | |
| Papers | 24.45 | |
| Printing | 11.70 | |
| Traveling | 17.53 | |
| Manager's Expense | 15.44 | |
| Total Expenses | | 231.30 |
| Net Earnings | | $ 268.66 |

SCHEDULE "13"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - Australian Company No.1

From July 1, 1916 to April 28, 1917.

| | | |
|---|---|---|
| Receipts | | $30,570.93 |
| Expenses: | | |
| Salaries: Staff, Orchestra, Supers | $6,346.41 | |
| Supplies | 1,197.22 | |
| Rent | 3,533.77 | |
| Light | 499.33 | |
| Duty and Taxes | 32.82 | |
| Sydney Office Expense | 1,601.86 | |
| Advertising | | |
| Papers | 1,821.11 | |
| Supplies | 1,618.62 | |
| Billboards | 112.75 | |
| Traveling | 1,400.42 | |
| Manager's Expense | 1,702.79 | |
| Express and Transfer | 452.11 | |
| J.C.Williamson, Ltd., share of Profits | 5,319.37 | |
| Total Expenses | | 25,638.58 |
| Net Earnings | | $ 4,932.35 |

SCHEDULE "14"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - Australian Company #2

From May 20, 1916 to May 5, 1917.

| | | |
|---|---|---|
| Receipts | | $32,815.56 |
| Expenses: | | |
| Salaries: Staff | $8,515.23 | |
| Supplies | 1,803.16 | |
| Rent | 2,861.14 | |
| Light | 300.45 | |
| Duty and Taxes | 1,176.44 | |
| Sydney Office Expense | 636.96 | |
| Advertising | | |
| Papers | 2,707.31 | |
| Supplies | 1,209.97 | |
| Billboards | 490.27 | |
| Traveling | 1,319.30 | |
| Manager's Expense | 771.92 | |
| Express and Transfer | 357.02 | |
| J.C.Williamson, Ltd., share of Profits | 4,993.44 | |
| Total Expenses | | 37,142.62 |
| Net Earnings | | $ 5,672.94 |

SCHEDULE "15"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - Australian Company No.3

From July 5, 1916 to June 6, 1917.

| | | |
|---|---|---|
| Receipts | | $15,511.12 |
| Expenses: | | |
| Salaries: Staff | $2,586.73 | |
| Supplies | 1,153.40 | |
| Rent | 589.16 | |
| Duty and Taxes | 29.73 | |
| Sydney Office Expense | 3,544.99 | |
| Advertising | | |
| Papers | 144.58 | |
| Supplies | 1,222.74 | |
| Traveling | 800.80 | |
| Manager's Expense | 175.43 | |
| Express and Transfer | 224.31 | |
| J.C.Williamson, Ltd. share of Profits | 3,368.12 | |
| Total Expenses | | 13,839.99 |
| Net Earnings | | $ 1,671.13 |

SCHEDULE "16"

# EPOCH PRODUCING CORPORATION

## Profit and Loss Statement - Australian Company No.4

From August 29, 1916 to December 14, 1916.

| | | |
|---|---|---|
| Receipts | | $15,117.47 |
| Expenses: | | |
| Salaries: Staff | $4,250.99 | |
| Supplies | 1,096.49 | |
| Rent | 2,762.47 | |
| Light | 483.72 | |
| Duty and Taxes | 753.60 | |
| Advertising | | |
| Papers | 1,664.66 | |
| Supplies | 563.43 | |
| Billboards | 407.23 | |
| Traveling | 739.36 | |
| Manager's Expense | 308.03 | |
| Express and Transfer | 143.92 | |
| J.C.Williamson,Ltd. share of Profits | 1,218.10 | |
| Total Expenses | | 14,392.00 |
| Net Earnings | | $ 725.47 |

SCHEDULE "17"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - South American Company No.1

From July 1, 1916 to Sept. 23, 1916.

| | | |
|---|---|---|
| Receipts | | $15,532.04 |
| Expenses: | | |
| Salaries: Staff, Supers | $8,458.67 | |
| Supplies | 747.24 | |
| Advertising | | |
| Papers | 1,258.75 | |
| Supplies | 229.37 | |
| Billboards | 908.37 | |
| Traveling | 2,278.14 | |
| Manager's Expense | 2,800.70 | |
| Total Expenses | | 16,681.24 |
| Net Loss | | $ 1,149.20 |

SCHEDULE "18"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - South American Company No.2

From May 20, 1916 to Sept. 19, 1916.

| | | |
|---|---|---|
| Receipts | | $11,579.29 |
| Expenses: | | |
| Salaries: Staff, Supers | $9,125.40 | |
| Supplies | 1,206.62 | |
| Advertising | | |
| Papers | 744.01 | |
| Supplies | 290.43 | |
| Billboards | 401.80 | |
| Traveling | 1,793.11 | |
| Manager's Expense | 1,858.22 | |
| Total Expenses | | 15,419.59 |
| Net Loss | | $ 3,840.30 |

SCHEDULE "19"

EPOCH PRODUCING CORPORATION

Profit and Loss Statement - South American Company No.3

From August 16, 1916 to Sept. 19, 1916.

| | | |
|---|---|---|
| Receipts | | $1,145.88 |
| Expenses: | | |
| Salaries: Staff, Supers | $809.66 | |
| Supplies | 46.54 | |
| Manager's Expense | 95.38 | |
| Total Expense | | 951.58 |
| Net Earnings | | $ 194.30 |

SCHEDULE "20"

EPOCH PRODUCING CORPORATION

SALE OF RIGHTS

From July 1, 1916 to June 30, 1917.

| Location | Income from Sale | Income from Percentage of Operations | Total |
|---|---|---|---|
| Canada | | $1,000.00 | 1,000.00 |
| New England | | 1,566.61 | 1,566.61 |
| Scandinavian | $10,000.00 | | 10,000.00 |
| Western | | 69,872.23 | 69,872.23 |
| Wisconsin | | 2,238.98 | 2,238.98 |
| | $10,000.00 | $74,677.82 | $84,677.82 |

EXHIBIT "C"

# EPOCH PRODUCING CORPORATION

## ROYALTY STATEMENT

From July 1, 1916 to June 30, 1917

| | | |
|---|---|---|
| Receipts from Exhibiting Companies | | $1,152,117.87 |
| Expenses of Exhibiting Companies | | 731,009.13 |
| TOTAL NET EARNINGS OF EXHIBITING COMPANIES | | 421,108.74 |
| OTHER INCOME: | | |
| Sale of Rights | $ 84,677.82 | |
| Royalties and Management English Companies | 9,714.74 | |
| Royalties on Music | 188.64 | |
| Sale of Production Supplies | 23,594.84 | |
| TOTAL OTHER INCOME | | 118,176.04 |
| CREDIT ITEMS: | | |
| Triangle Film Corporation | 4,366.51 | |
| Guy C. Smith | 2,971.62 | |
| Howard Herrick | 200.00 | |
| Mark Producing Corporation | 170.30 | |
| TOTAL CREDIT ITEMS | | 7,708.43 |
| TOTAL INCOME | | 546,993.21 |
| EXPENSES: | | |
| General Expenses | 122,619.13 | |
| Australian Office Expenses | 624.11 | |
| TOTAL EXPENSES | | 123,243.24 |
| | | 423,749.97 |
| DEBIT ITEMS: | | |
| W. L. Burlock | 37.48 | |
| A. L. Grey | 113.20 | |
| George Bowles | 445.07 | |
| TOTAL DEBIT ITEMS | | 595.75 |
| NET PROFIT AVAILABLE FOR ROYALTIES AND DIVIDENDS | | 423,154.22 |
| Less: Profits Available for Dividends 37½% | | 158,682.82 |
| NET AMOUNT OF ROYALTY | | 264,471.40 |
| APPROPRIATION OF ROYALTY: | | |
| 25% of Net Profit to Thomas Dixon Account | 105,788.56 | |
| 37½% of Net Profit to D.W.Griffith Account | 158,682.84 | |
| | | $ 264,471.40 |

EXHIBIT "D"

EPOCH PRODUCING CORPORATION

Distribution of Royalties and Profits

From July 1, 1916 to June 30, 1917

| | 25% Thomas Dixon | 37½% D. W. Griffith | 37½% Profits | Total |
|---|---|---|---|---|
| EARNED | $105,788.56 | 158,682.84 | 158,682.82 | 423,154.22 |
| Balance Undistributed Jul.1,1916 | | | 18,571.73 | 18,571.73 |
| Total earned | 105,788.56 | 158,682.84 | 177,254.55 | 441,725.95 |
| Distributed | 105,788.56 | 158,682.84 | 165,000.00 | 429,471.40 |
| Undistributed | | | $12,254.55 | 12,254.55 |

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT Griffith Broadway, N. Y.

Bidwell

T92GS CDD 117NL

LOSANGELES CALIF SEPT 14 1917

ALBERT H T BANZHAF 8571

2 RECTOR ST NEWYORK NY

FIRE AND POLICE BOARD TODAY DEMAND DISMANTLING INTOLERANCE SETS BECAUSE OF FIRE RISK NOT INCLINED TO BE LENIENT BEYOND THIRTY DAYS UNLESS ACTUAL WORK THEN UNDERWAY STOP LAST NOVEMBER MR GRIFFITH AGREED TO REMOVE SETS WITHIN THIRTY DAYS AND CITY OFFICIALS NOW INSIST ON ACTION HUCK WORTMAN ESTIMATES HE CAN SAVE EIGHTY PERCENT OF LUMBER OR ABOUT THREE HUNDRED TWENTY THOUSAND FEET THIS NOW WORTH THIRTY TWO PER THOUSAND TO US IF USED FOR BUILDING NEW STUDIO OR SETS BUT

| F SERVICE | SYMBOL |
|---|---|
| Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT SECOND SHEET T92GS CDD 117NL

COULD NOT SELL FOR OVER FIFTEEN AND MARKET IS POOR FOR SUCH MATERIAL COST TO DISMANTLE PILE LUMBER AND HAUL AWAY RUBBISH FOUR THOUSAND COULD DO WORK SLIGHTLY CHEAPER BUT SAVING ON LUMBER WOULD BE LESS.

E C BIDWELL.

1143PM.

TELEPHONES
MAIN 1706 60319

OWNER STATE RIGHTS

**The Eyes of the World**
10 Parts
From the Story by
HAROLD BELL WRIGHT
A Cyclonic Love Story of the West

**Ramona**
10 Parts
California Story of the
Mission Indians
By HELEN HUNT JACKSON

**The Clansman**
Produced by
D. W. GRIFFITH
13,500 Feet of Film
5,000 People
3,000 Horses
The most wonderful, historical
and interesting production
of the age

**The Little Girl Next Door**
Six Parts
An Exposé of the
White Slave Methods
Made under
Illinois Vice Commission

**Battles on Three Fronts**
Seven Parts
Actual Warfare
Russian, Italian, Austrian, German

**The Escape**
Produced by
D. W. GRIFFITH
In Seven Reels

**The Avenging Conscience**
Produced by
D. W. GRIFFITH
in Six Parts, from
TELL-TALES OF THE HEART
By Edgar Allan Poe

**The Littlest Rebel**
Six Parts
The Great War Drama by
EDWARD PEPLE
Its story has touched the hearts
of a nation

**Sealed Orders**
Produced by
BENJAMIN CHRISTENSEN
In Seven Parts, from
WARRING NATIONS OF EUROPE

# Clune Film Exchange

547 SOUTH BROADWAY
LOS ANGELES, CAL.

Sept. 14, 1917.

Western Import Company,
1457 Broadway,
New York N.Y.

**Gentlemen:**

Kindly give us a price on the Australasian rights for "THE AVENGING CONSCIENCE" including two prints of film.

Yours truly,

CLUNE FILM EXCHANGE

TMN/EKB.

PER Theo M Hurman

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1-17. OKR

**NOTICE AND DEMAND FOR TAX AND RECEIPT—REGULAR TAXES.**

**UNITED STATES INTERNAL REVENUE.**

COLLECTOR'S OFFICE 5th, DISTRICT OF New Jersey,

AT Newark DATE SEP 15 1917

Notice is hereby given that there has been assessed against you the amount set opposite for the liability named which tax is payable to me. Demand is made for the payment ~~of said tax on~~ or before the date given below. Failure to do so will cause a 5 per cent penalty to accrue with interest at 1 per cent per month from due date until paid.

Due date SEP 25 1917

Charles V. Duffy

*Collector of Internal Revenue.*

D.W.G. Corporation,
15 Exchange Place,
Jersey City, N.J.

Check up

List 23 1917 (Year.); July (Month.); 6 (Folio.); 25 (Line.)

Capital Stock
(Character of tax or liability.)

For period ended 12mo 6/30/17

TAXES, PENALTIES, ETC.

| | |
|---|---|
| Amount of tax | $ 104.00 |
| 50 per cent penalty | |
| 100 per cent penalty | |
| 5 per cent penalty | |
| Total | 104.00 |

Received payment,

CERTIFIED CHECKS ACCEPTED

CHARLES V. DUFFY

*Collector of Internal Revenue.*

**This notice with attached copies must be presented at the time payment is tendered, as when properly stamped "paid" by the collector it becomes a receipt for taxes.**

Dwg. a/p

September 15th 1917

Mrs. G. W. Bitzer,
1834 Canyon Drive
Los Angeles, Calif.

Dear Mrs. Bitzer:

Enclosed please find check to your order for $250., being for account of Mr. Bitzer's salary for week ending September 15th.

Kindly acknowledge receipt, and oblige

Very truly yours,

DAVID W.GRIFFITH CORPORATION

Secy. & Treas.

R

Enc.Ck.

**D. W. G. CORPORATION**

No. 65 JERSEY CITY, N.J. SEP 15 1917 191

PAY TO THE ORDER OF Mrs. G. W. Bitz, Sr. $250.00

Two Hundred Fifty and no/100 DOLLARS

D. W. G. CORPORATION

TO THE COMMERCIAL TRUST COMPANY OF NEW JERSEY. 55-41 JERSEY CITY, N.J.

Albert W. Banzhaf
TREASURER
President

Sunday
Sept 16
Corp.

# WESTERN UNION
# DAY LETTER

Form 2589

GEORGE W. E. ATKINS, VICE-PRESIDENT NEWCOMB CARLTON, PRESIDENT BELVIDERE BROOKS VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

**SEND** the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

SEPTEMBER 18 1917

E C BIDWELL FAY BLDG LOSANGELES CALIF

HAVE JIMMY SMITH SEE FLORENCE GIBBON FAIRBANKS COMPANY ABOUT POSSIBLE LOCATION NEGATIVE HOME SWEET HOME SHE WAS ASSISTANT TO DUNNING OF MAJESTIC AND MAY KNOW WILL ADVISE ABOUT COLLEEN MOORE

BANZHAF

Domestic

New York, September 18, 1917.

Mr. J.S.McSween
New York City.

Dear Sir:

Pursuant to our conversation regarding your request to amend your rental contract between yourself and the Wark Producing Corporation, I beg to advise that in cases wherein you book the photoplay "Intolerance" at a flat rental basis and wherein the exhibitor in such instances insists upon his right as a conditioned precedent to his entering into a contract with you to charge a minimum admission of 15¢ for a small proportion of his seats, that in such an event you may agree to such clause in your contract with the exhibitor provided the contract is on a strictly rental basis and is limited to a small proportion of the seating capacity of the house where the picture is shown and provided further that in the event that our company wishes to revoke this permission, that this company may do so upon written notice to you to that effect, which however shall not effect any of your contracts previously entered into with exhibitors prior to the receipt of said notice and nothing herein contained shall in any way be deemed a waiver of the provisions of the contract with you except to the extent as aforesaid.

Very truly yours,

WARK PRODUCING CORPORATION
By

Preas.

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


**RECEIVED AT**

195 Broadway, N. Y.

T100GS CAB 43 NL

LOSANGELES CALIF SEPT 19 1917

ALBERT H T BANZHAF 8421

2 RECTOR ST NEWYORK

MISS GRIBBONS SAYS NEGATIVE HOME SWEET HOME WAS SHIPPED TO ENGLAND BUT WAS LATER RETURNED TO NEWYORK AND PLACED IN SOME VAULT SHE THINKS MISS THOMAS WHO IS H E AITKINS SECRETARY EITHER HAS CHARGE OF IT NOW OR KNOWS WHERE IT IS

E C BIDWELL

1055PM

TELEPHONE
7290 BRYANT

R. E. AITKEN, PRESIDENT

CABLE ADDRESS
"WESFILM"

WESTERN IMPORT COMPANY
(INC.)
1457 BROADWAY
ROOM 1006

NEW YORK, Sept. 20th, 1917.

D.W. Griffith Corporation,
Longacre Bldg.,
42nd St. at Broadway,
New York City.

Attention Mr. Banzhaf

Gentlemen:-

We enclose herewith letter from the Clune Film Exchange relative to "The Avenging Conscience" for Australia. We might mention that this production was sold in 1915 to the Australasian Films Ltd., of Australia, with excluse right for that territory.

Yours very truly,
WESTERN IMPORT CO. INC.

RH

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT 195 Broadway, N. Y.

1917 SEP 22 PM 7 28

P233CH48 NL

K GOS ANGELES CALIF22

8089

ALBERT H T BAMZHOF

2 RECTOR ST NEW YORK NY

RECENTLY I PAID OFF MR GRIFFITHS PAY ROLL TWO WEEKS TO WORK IN ANOTHER PICTURE AND RELIEVE MR GRIFFITH SINCE THEN MR BIDWELL SAYS HE HASRECEIVED NM MONEY FOR ME HAVE NOT BEEN WITHOUT SALARY FIVE WEEKS CAN YOU HELP MATTERS MR BARRY KNOWS ABOUT MY ENGAGEMENT COLLEEN MOORE.

J. J. McQueen – Pres

J. J. McQueen
J. J. Harkins
Mabel McQueen
J. S. Greenberg

**D. W. G. CORPORATION**

No. 69

JERSEY CITY, N.J. SEP 22 1917 191

174

PAY TO THE ORDER OF Mrs. E. W. Bitzer $250.00

Two Hundred Fifty and no/100 DOLLARS

B.B.

TO THE COMMERCIAL TRUST COMPANY
OF NEW JERSEY. 55-41
JERSEY CITY, N.J.

D. W. G. CORPORATION
Albert Baumhof
~~TREASURER~~ President

| CLASS OF SERVICE | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

If no class of service is designated the telegram will be transmitted as a fast day message.

# COPY OF
# WESTERN UNION TELEGRAM

New York, September 24th 1917.

NIGHT LETTER

Mr. E.C.Bidwell
618 Fay Building
Los Angeles, California

Have ~~xxxxxxx~~ few ~~workmen~~ start dismantling Intolerance sets. Commence on wall less likely to be used in other productions and save portions of platforms etc. which can be used other purposes. Idea is to start work in order to satisfy department without dismantling entirely before G's return. Will advise about Coleen Moore after interview with Barry. Pay her one hundred on account

Banzhaf.

Charge to D.W.Griffith
personal

AWB Cop

September 24th 1917

Mrs. G. W. Bitzer,
1834 Canyon Drive,
Los Angeles, Calif.

Dear Mrs. Bitzer:

Enclosed please find check for Mr. Bitzer's salary for the week ending September 22nd. Kindly acknowledge receipt thereof.

Relative to your letter regarding Mr. Bidwell I beg to advise that I did not write at the time for the reason that I had been expecting Mr. Griffith's return and hoped to have a conference with Mr. Barry regarding these matters, as Mr. Barry was planning to go West about that time and I felt it would be better to have him see you so that the matter could be settled by him in person.

I hope that things are going along nicely and that you will keep me informed of anything that may come to your knowledge which I should know and which would be of benefit to Mr. Griffith.

Thanking you for writing me as you did, I remain

Very truly yours,

AHTB/R

Enc.

THE CORPORATION TRUST COMPANY.
SYSTEM ORGANIZED 1892.
15 EXCHANGE PLACE, JERSEY CITY, N.J.
37 WALL STREET, NEW YORK CITY.
158 STATE STREET, ALBANY, N.Y.
112 WEST ADAMS STREET, CHICAGO.
1428 LAND TITLE BUILDING, PHILADELPHIA.
281 ST. JOHN STREET, PORTLAND,
1024 FEDERAL RESERVE BANK B'LD'G. ST. LOUIS.
304 MARKET STREET, CAMDEN, N.J.
486 DU PONT BUILDING, WILMINGTON, DEL.
501 COLORADO BUILDING, WASHINGTON, D.C.
1202 OLIVER BUILDING, PITTSBURGH, PA.
CORPORATION REGISTRATION COMPANY.
511 EXCHANGE BUILDING, BOSTON.

THE COMPANY FOR LAWYERS.

OFFICERS:
KENNETH K. McLAREN, PRESIDENT.
GEORGE R. SHELDON, VICE-PRESIDENT.
RAYMOND NEWMAN, GENERAL MANAGER.
HORACE S. GOULD, SECRETARY.
B. STAFFORD MANTZ, TREASURER.
JOHN R. TURNER, ASSISTANT SECRETARY.
ERNEST J. KING, ASSISTANT AUDITOR

# The Corporation Trust Company

INCORPORATED UNDER THE TRUST COMPANY LAW OF THE STATE OF NEW JERSEY.

REPLY TO 15 EXCHANGE PLACE, JERSEY CITY.

Sept. 24, 1917.

RE: D. W. G. CORPORATION.

Albert H. T. Banzhof, Esq.,
2 Rector St.,
New York City.

Dear Sir:

Will you kindly furnish us with a copy of the above company's by-laws. If you are unable to comply with this request, will you kindly advise us as to the date scheduled for the holding of the annual meeting of stockholders each year, in order that we may properly furnish a report service in this state.

Your early attention to this matter will be appreciated.

Yours very truly,
THE CORPORATION TRUST COMPANY.

JRT:G

John R. Turner
Assistant Secretary.

Griffith

D. W. G. Co

New York, September 24th 1917.

Mr. George Bowles,
Westport, Conn.

Dear Mr. Bowles:-

I enclose herewith check to your order for $1000. on behalf of Mr. Griffith in payment for the opal which you sold to him some time ago. Will you kindly send me a receipt for this amount so I may keep the same on record.

Regretting the delay in settling this matter for you and with best regards to you and Mrs. Bowles, I am

Sincerely yours

AHTB:L
Enc.

STATION 17 60211 -:TELEPHONES:- MAIN 9060 STATION 91

# BUREAU OF ASSESSMENTS

LIBRARY SITE
PARK AND
STREET
OPENING-WIDENING
ASSESSMENTS

STORM DRAIN
SEWER AND
STREET
IMPROVEMENT
ASSESSMENTS

Griffith Ranch

ROOM 203 (SOUTH ANNEX) CITY HALL

LOS ANGELES, CAL. September 25,1917.

David W.Griffith Esq.

Dear Sir:

Inclosed please notice of assessment for the widening of 14th .St.San Pedro, together with a satisfaction of judgment for land taken,for which you have been allowed the sum of $ 312.00 .

If you will sign the satisfaction and have the name acknowledged before a Noratu Public, it cam be used as cash and together with the balance between the amount of the notice and the allowance,if forwarded to this office,will be received as payment for the assessments.

Yours truly

incls.

W. J. Schreiber

Clerk O.and W.Streets.

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

SEP 25 PM 2 31

**RECEIVED AT**

16 BROAD ST. N.Y.

1917 SEP 25 PM 2 35

D160CH 31 BLUE

HO LOS ANGELES CALIF 915A 25

ALBERT H T BANZHAF

2254

2 RECTOR ST NEW YORK NY

FUNDS REQUIRED THIS WEEK TWO HUNDRED EIGHTY WHICH INCLUDES ONE HUNDRED FOR COLLEEN MOORE BALANCE BEING REGULAR SALARIES AND REGULAR MONTHLY BILLS WORTMAN WILL GET GANG READY TO START NEXT MONDAY

E C BIDWELL.

280

PAID SEP 28 1917
Check No. 1257

Statement
Oct. 13/17 CB 39

EUROPEAN

Griffith

# Hotel Martin

WILLIAM M. MARTIN
PRESIDENT

D. W. G. Co

UTICA, N.Y. Sept. 27, 1917

A. H. T. Banzhaf, Esq.,
D. W. Griffith Attractions,
Broadway & 42nd St.,
New York, N. Y.

Dear Mr. Banzahf:

Mrs. Bowles has forwarded to me your letter of the 24th inst. which contained check for $1000. in payment for the precious stone which has made so much trouble. I don't know whether it caused me to break my leg but it certainly made me lose my job, which I cared for more because of the associations with Mac, Mitch, and you than I did for the emoluments that went with it. However, now that I am rid of the opal, I hope I will have better luck.

You boys have had a lot of annoyance over the affair and I guess you are all glad that the episode is ended.

I hope to be back in New York in a couple of weeks.

Yours very sincerely,

George Bowles

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT

125 Broadway, N. Y.

C 195CH 48NL

1917 SEP 29 AM 6 35

LOSANGELES CALIF 28

ALBERT H T BANZHAF 9113

2 RECTOR ST NEWYORKCITY

WORTMAN COMMENCES NEXT MONDAY SMALL CREW WRECKING SETS SAYS CANNOT GIVE EXACT PAYROLL FIGURE AS MEN NOT ALL SELECTED BUT ESTIMATES TWO HUNDRED FIRST WEEK INCLUDING WATCHMEN WILL WRECK SMALL STRUCTURES SCAFFOLDING AND ELEPHANTS FIRST MRS BITZER CABLED BILLY TO LEARN IF POSSIBLE WHICH PORTIONS NEEDED NEW PICTURE

E C BIDWELL.

A Smith
6100 Maidwood

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

**RECEIVED AT**

DG 3 CH TK 58 NL

LOS ANGELES CALIF SEP 28

ALBERT H T BANZHAF

9119

2 RECTOR ST NEW YORK N Y

FUNDS RECD THE ONE HUNDRED FOR COLLEEN MOORE REPLACES WHAT I PAID HER OUT OF CASH ON HAND SHALL I PAY HER ANY MORE STOP NEXT WEEK WILL REQUIRE FUNDS AS FOLLOW SALARIES KARL BROWN AND MYSELF ONE THIRTEEN RENT WAREHOUSE ONE HUNDRED PAYROLL WRECKING SETS TWO HUNDRED INCLUDING WATCHMEN TOTAL FOUR THIRTEEN SEE SEPARATE MESSAGE ABOUT SETS

E C BIDWELL

633 AM

Statement
Oct 13/17
CB 49

$413.
Wired by Wark

September 29th 1917

Mrs. G. W. Bitzer,
1834 Canyon Drive,
Los Angeles, Calif.

Dear Mrs. Bitzer:

Enclosed herewith please find check for $250., being for salary of Mr. Bitzer for week ending September 29th.

Kindly acknowledge receipt.

Truly yours,

DAVID W. GRIFFITH CORPORATION

By

Secty.

R

Enc.Ck.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM ARCHIVE

Exhibit a

Pg. 1

Moneys expended by Mr. Burlock and Mr. Griffith in London on account of War Picture.

- - - - - - - - - - - - - -

AS PER BURLOCK'S STATEMENT.

| | | |
|---|---|---|
| Burlock Expenses | Aug. 11 -- Dec. 8- | 2496 - 18 - 2 |
| " " | Dec. 8 -- Jan. 26- | 29 - 0 - 0 |
| | | 2525 - 18 - 2 |

- - - - - - - - - - - -

AS PER D.W.GRIFFITH'S THREE CHECK BOOK STUBS.

| | |
|---|---|
| Personal (wigs) - - - - - - - - - - - - - | 19 -0 - 6 |
| Expense (France) - - - - - - - - - - - - - | 100 - 0 - 0 |
| French Exp. - - - - - - - - - - - - - - | 14 - 5 - 0 |
| Cash returned Burlock - - - - - - - - - - - | 390 - 0 - 0 |
| Kodak - - - - - - - - - - - - - - - - - | 12 -16 - 8 |
| Cash - - - - - - - - - - - - - - - - - - | 200 - 0 - 0 |
| " - - - - - - - - - - - - - - - - - - | 400 - 0 - 0 |
| Barker - - - - - - - - - - - - - - - - - | 35 -18 - 5 |
| Kodak - - - - - - - - - - - - - - - - - | 66 -18 -10 |
| Savoy - - - - - - - - - - - - - - - - - | 175 -15 - 1 |
| Clarkson (wigs) - - - - - - - - - - - - - | 36 - 4 - 6 |
| Eclipse Co. (French neg.)- - - - - - - - - | 74 -11 - 3 |
| London Film - - - - - - - - - - - - - - - | 25 - 0 - 0 |
| Cash - - - - - - - - - - - - - - - - - - | 200 - 0 - 0 |
| " - - - - - - - - - - - - - - - - - - | 200 - 0 - 0 |
| " - - - - - - - - - - - - - - - - - - | 300 - 0 - 0 |
| Savoy - - - - - - - - - - - - - - - - - | 157 -14- 9 |
| Cash - - - - - - - - - - - - - - - - - - | 200 - 0 - 0 |
| Savoy - - - - - - - - - - - - - - - - - | 91 - 1 - 1 |
| Cash - - - - - - - - - - - - - - - - - - | 200 - 0 - 0 |
| Major Wrightson - - - - - - - - - - - - - | 25 - 0 - 0 |
| Bitzer (cash) - - - - - - - - - - - - - | 100 - 0 - 0 |
| Barker (film) - - - - - - - - - - - - - | 82 - 8 - 0 |
| Kodak - - - - - - - - - - - - - - - - - | 79 -14 - 4 |
| Cash - - - - - - - - - - - - - - - - - - | 30 - 0 - 0 |
| " - - - - - - - - - - - - - - - - - - | 40 - 0 - 0 |
| " - - - - - - - - - - - - - - - - - - | 100 - 0 - 0 |
| " (Paris) - - - - - - - - - - - - - - | 250 - 0 - 0 |
| Bitzer - - - - - - - - - - - - - - - - - | 100 - 0 - 0 |
| " - - - - - - - - - - - - - - - - - - | 50 - 0 - 0 |
| Mrs. Gish - - - - - - - - - - - - - - - - | 100 - 0 - 0 |
| American Express (Cash) - - - - - - - - - | 350 - 0 - 0 |
| Gideon (Guide)- - - - - - - - - - - - - - | 120 - 0 - 0 |
| White Star S.S. (tickets) - - - - - - - - | 169 - 0 - 0 |
| Cash - - - - - - - - - - - - - - - - - - | 100 - 0 - 0 |
| W.O.C.C. - - - - - - - - - - - - - - - - - | 1257 - 0 - 0 |
| Cash - - - - - - - - - - - - - - - - - - | 250 - 0 - 0 |
| " - - - - - - - - - - - - - - - - - - | 150 - 0 - 0 |

As per D. W. Griffith's Three Check Book Stubs --- Continued.

- - - - - - - - - - - -

| | |
|---|---|
| London Film Company - - - - - - - - - - - - - | 334 - 12 - 0 |
| C. A. W. May (Costumes) - - - - - - - - - - - | 70 - 18 - 6 |
| Harrods (Motor Hire) - - - - - - - - - - - - | 127 - 3 - 6 |
| " " " - - - - - - - - - - - | 5 - 17 - 0 |
| Hotel Savoy - - - - - - - - - - - - - - - - - | 200 - 0 - 0 |
| | 9516 - 17 - 7 |
| | 4.77 |
| | 66612 |
| | 66612 |
| | 38064 |
| | 4539132 |
| | 425 |
| | $ 45,395.57 |

Total $ 45,395.57

See Journal sheet Exh D

Brutage Cr 12049.02
Drlg. Cr 33347.07
45396.09

# D. W. GRIFFITH DEBTED TO E. W. BURLOCK.

| | | | |
|---|---|---|---|
| August 11, 1917. | | Statement of expenses. | 732 - 11 - 6 |
| October 6. | | | 1085 - 1 - 2 |
| " | " | W. Eldred. (Insurance) | 107 - 10 |
| " | 8. | Clarkson. (Costumes.) | 185 - 16 - 8 |
| " | " | May & Co. | 3 - 0 - 11 |
| " | " | P. Francois. | 15 - 18 |
| " | 29. | Foulsham & Banfield. | 28 - 7 - 9 |
| " | 30. | Hashmead-Bartlett. | 50 |
| " | " | Powell, Rogers & Marrick. | 3 - 15 |
| " | " | W. Eldred (Insurance St. Louis) | 58 - 15 |
| Nov. | 6. | Walturdaw Co. | 10 - 17 |
| " | 13. | American Express Co. (Uniforms via Philadelphia) | 13 - 16 - 1 |
| " | " | Toler Cartage. | 5 |
| " | " | May & Co. (Sacking for uniforms.) | 10 - 2 - 3 |
| " | " | Victoria Motor Works. (Motor at Whitley.) | 2 |
| " | " | C.T.A. Wilkensen (Blackdown). | 6 - 12 - 6 |
| " | " | Truck to Milford. | 18 |
| Nov. | 27. | American Express. (Local charges to Liverpool.) | 3 - 4 - 11 |
| Dec. | 8. | G. A. Reid. (Expenses) | 126 - 19 - 5 |
| " | " | Petty Cash. (Burlock) | |
| | | Week ending Oct.6. | 7 - 0 - 0 |
| | | " " " 27. | 19 - 0 |
| | | " " Nov.10. | 7 - 17 - 0 |
| | | " " " 17. | 4 - 9 - 0 |
| | | " " " 24. | 1 - 7 - 0 |
| | | Total | 2,496 - 18 2 |
| | | Credit by salary "Intolerance" | 400 |
| | | By check. | 300 - 10 - 6 |
| | | By I.O.U. | 1,417 - 12 - 8 |
| | | By balance Brown, Skipply & Co. | 32 - 0 - 4 |
| | | Total | 2,150 - 3 - 6 |
| | | Balance due W.E. Burlock, December 1. | 346 - 14 - 8 |

See Pg 1. Burlock

See Jour. Sheet Exh D

Burlock DV 1025 50

## D. W. GRIFFITH DEBTED TO E. W. BURLOCK.

| | | | |
|---|---|---|---|
| Shipping film left at Liverpool. | 2 - | - | |
| Cable. | 2 - | - | |
| Cigarette case Col. Craufurd. | 1 - | 15 - | |
| Taxi. | 1 - | 10 - | |
| Luncheon Lieutenant Scott. | 1-- | 15 - | |
| Cable. | | 19 - | |
| Luncheon Lieutenant Smith. | 1 - | 2 - | 6 |
| Cost of music for "Whip". | 14 - | 6 - | |
| Telegram New York--Los Angeles. | 6 - | - | |
| Total | 29 - | - | 6 |
| Grand Total | 375 - | 14 - | 8 |

See page 1 [illegible]

"B" file

all of this is entered on exhibit C

Exhibit B

New York Sept. 29th - 1917.

STATEMENT OF EXPENDITURES

D. W. Griffith
to
J. A. Barry, Dr.

(As per attached statements)

War picture

| | | | | |
|---|---|---|---|---|
| March | 21 - | Wells Fargo Exp. (trunks from L.A.) | $ 37.35 | |
| April | 3 - | E. C. Bidwell, services 8 mo. to Apr. 1- | 200. | |
| " | 3 - | G. W. Bitzer | 2500. | |
| " | 16 - | American Typewriter Co | 3. | |
| " | 17 - | Players Club dues | 12.50 | |
| " | 16 - | Robert Harron - taxi fare to boat | 10. | |
| May | 5 - | J. Altschuler (salary advance) | 250. | |
| " | 16 - | J. Altschuler " " | 200. | |
| " | 15 - | American Typewriter Co. | 3. | |
| " | 22 - | Frank Wortman | 237. | |
| " | 24 - | Ralph Delacy (salary advance) | 78. | |
| " | 25 - | G. W. Bitzer | 200. | |
| " | 27 - | American Typewriter Co. | 3. | |
| " | 29 - | E. C. Bidwell- | 341. | |
| | | Telegraphic transfer of above amount | 1.89 | |
| June | 4- | J. Altschuler (camera supplies Bitzer) | 3.81 | |
| " | 4 - | J. Smith (salary advance) | 60. | |
| " | 4 - | R. Smith | 40. | |
| " | 4 - | E. C. Bidwell | 356. | |
| " | 4 - | R. E. Wales (special advance) | 100. | |
| " | 14 - | J. Smith | 60. | |
| " | 14 - | R. Smith | 40. | |
| " | 16 - | E. C. Bidwell | 478. | |
| | | Telegraphic transfer of above amount | 2.42 | |
| " | 22 - | E. C. Bidwell | 393. | |
| " | | Teleg. transfer of above amount | 1.92 | |
| " | 30 - | E. C. Bidwell | 424. | |
| | | Teleg. transfer of above amount | 1.92 | |
| July | 7 - | E. C. Bidwell | 746. | |
| | | Teleg. transfer of above amount | 1.85 | |
| " | 14 - | Western Union (monthly statement) | 12.27 | |
| " | 23 - | E. C. Bidwell | 270. | |
| | | Teleg. transfer of above amount | 1.50 | |
| " | 30 - | E. C. Bidwell | 297. | |
| | | Teleg. transfer of above amount | 1.92 | |
| " | 30 - | E. C. Bidwell | 300. | |
| | | Teleg. transfer of above amount | 1.92 | |
| Aug. | 3 - | Telegrams | 4.52 | |
| July | 23 - | Balance from $350. L.A. School's picture remittance | 27.98 | Griffith personal |
| | | | $ 7702.77 | |

pg 2

| | | |
|---|---|---|
| | Brought over | $ 7702.77 |
| March 24 - | By cash from D. W. Griffith | 5000. |
| | Balance due J. A. Barry | $ 2702. 77 |
| | | - 27 98 |
| | | 2674.79 |

~~The Smith advances amounting to $200. are to be refunded by the Wark and Epoch Corps.~~

Received payment.

(Signed) J. A. BARRY.

Explanation:

| | |
|---|---|
| Paid Barry Oct. 3 (chaged War Picture) | $1000.00 |
| Paid Barry Oct. 27 ( " " " ) | 1674.79 |
| (As per War Picture statement) | 2674.79 |
| Paid Barry Oct. 23 (charged to D.W. Griffith personal) | 27.98 |
| | 2702.77 |

Exhibit C

War Picture

-To-

D.W.G.CORPORATION

- - - - - - - - - - - - - - - - - - - - - - - - - - - -

For moneys cabled March 31 1917 to London

to Mr. Griffith $9539.75

(The above corresponds with record on Burlock's London statement of receipt from Wark Company of £2000., through which company the forwarding was made)

For moneys given to Burlock as per statement of expenditures made by him 8554.35

$18094.10

JOHN W. HARDENBERGH, PRESIDENT

ROBERT S. ROSS, VICE-PRESIDENT
WILLIAM J. FIELD, SEC'Y & TREAS.

JAY S. PERKINS, ASST. TREASURER
J. RICHARD TENNANT, ASST. SEC'Y

# COMMERCIAL TRUST COMPANY OF NEW JERSEY.

## SAFE DEPOSIT DEPARTMENT

Bell Telephone Company
c/o A. H. T. Banzaf. Esq
2 Newton St.

JERSEY CITY, N. J., Sept 1 1917

3

*For Rental of Safe No.* 979 *for the Year, from* Sept 1 1917 — 20.00

**Please notify us of change of address.**

RENTALS PAYABLE IN ADVANCE.

Make Cheque to order of COMMERCIAL TRUST COMPANY OF NEW JERSEY.

Paid by check
Renewal

New York, October 1st 1917.

D. W. Griffith (Assigned D.W.G. Corp.)

In Account with

Epoch Producing Corporation

| | | | |
|---|---|---|---|
| Net earnings month of June, as per Treasurer's report | | 31,141.26 | |
| 37½% your share | 11,677.97 | | |
| cr. a/c difference calculating royalty for year | 06 | | |
| D.W. G. Share, 60% of this | 11,678.03 | | 7,006.82 |
| (Assigned) 40% " " | | | 4,671.21 |
| | | | 11,678.03 |
| Less advance on a/c D.W.G. Corp. | 3000. | | |
| R.E.Aitken | 2000. | | 5,000. |
| | | | 6,678.03 |
| Net earnings, July, Aug. and Sept. as per report, | | 13,357.50 | |
| 37½% your share | 5,009.06 | | |
| D.W.G. Share 60%, | 3,005.44 | | |
| (Assigned) 40% | 2,003.62 | | 5,009.06 |
| | | | 11,687.09 |

Summary:

| | | |
|---|---|---|
| Due D.W.G. Corp. a/c June | 4,006.82 | |
| " " " a/c July, Aug. Sept. | 3,005.44 | |
| Total due D.W.G. | | 7,012.26 |
| Due Assignment a/c June | 2,671.21 | |
| " " a/c July, Aug. Sept. | 2,003.62 | 4,674.83 |
| | | 11,687.09 |

DWG

FINANCIAL STATEMENT D. W. GRIFFITH

For June, July, August and September

October 1st, 1917.

D.W. Griffith (Assigned D.W.G. Corp.)

In Account with Epoch Producing Corporation

| | | |
|---|---|---|
| Net earnings month of June, as per Treasurer's report, | | 31,141.26 |
| Net earnings, July, August and Sept. | | 13,357.50 |
| | | 44,498.76 |
| Your share, 37½% | 16,687.59 | |
| Less 40% (Assigned) | 6,674.83 | |
| Balance | 10,012.26 | |
| Less Amount advanced | 3,000. | |
| Check herewith | $7,012.26 | |

EPOCH PRODUCING CORPORATION

TREASURER'S REPORT FOR JUNE, 1917.

| | | | | | |
|---|---|---|---|---|---|
| Income | Company A | | 2,888.46 | | |
| | B | | 8,272.40 | | |
| | C | | 7,469.90 | | |
| | D | | 3,419.25 | | |
| | E | | 4,242.39 | | |
| | F | | 7,101.60 | | 33,394.00 |
| Eng. Co. #1 | | | 2,830.57 | | |
| " " #1 | Office Expense | | 190.80 | | |
| " " #2 | | | 3,983.16 | | |
| " " #2 | Office Expense | | 381.60 | | |
| " " #3 | | | 2,034.14 | | |
| " " #3 | " | " | 190.80 | | |
| " " #4 | | | 499.96 | | |
| " " #4 | " | " | 95.40 | | 10,156.43 |
| Aust. Co. #1 | | | 136.00 | | |
| " " #2 | | | 998.76 | | |
| " " #3 | | | 858.60 | | 1,993.36 |
| Rights: | | | | | |
| | Western | | 1,721.77 | | |
| | Wisconsin | | 1,166.78 | | 2,888.55 |
| Production Supplies | | | | | 2,084.73 |
| W.E.Burlock, Mgr. English Cos. | | | | | 727.24 |
| A.L. Grey, Aust. Office expense | | | | 209.92 | |
| A.L. Grey, Mgr. Australian Cos. | | | | | 518.76 |
| Wark Producing Corporation | | | | | 30,916.93 |
| Expense, General: | | | | 18,803.38 | |
| " Co. A. | | 1,784.78 | | | |
| B | | 5,569.46 | | | |
| C | | 4,568.85 | | | |
| D | | 2,196.26 | | | |
| E | | 4,848.92 | | | |
| F | | 3,539.26 | | | |
| G | | -- | | | |
| H | | 19.28 | | 22,526.81 | |
| Eng. Co. #1 | | 2,064.80 | | | |
| " " #2 | | 3,128.34 | | | |
| " " #3 | | 701.63 | | | |
| " " #4 | | 231.30 | | 6,126.07 | |
| Aust. Co. #1 | | 93.05 | | | |
| " " #2 | | 749.82 | | | |
| " " #3 | | 508.83 | | 1,351.70 | |
| F. R. Zweifel, Mgr. | | | | .20 | |
| | | | | 49,018.08 | 82,680.00 |
| | Total Expense | | | | 49,018.08 |
| | | | | | 33,661.92 |
| | Less adjustment, profits for June | | | | 2,520.66 |
| | Profits for June | | | | $31,141.26 |

TREASURER'S REPORT FOR JULY, AUGUST, and SEPTEMBER, 1917.

EPOCH PRODUCING CORPORATION

| | | | | |
|---|---|---|---|---|
| Income Company A | | 36,271.17 | | |
| B | | 12,044.91 | | |
| C | | 11,003.12 | | |
| D | | 9,295.26 | | |
| Special | | 627.25 | | 69,241.71 |
| English Co.#1 | | 8,702.38 | | |
| " " #1 | Office expense | 952.16 | | |
| " " #2 | | 11,460.93 | | |
| " " #2 | " " | 857.64 | | |
| " " #3 | | 1,215.22 | | |
| " " #3 | " " | 285.48 | | |
| " " #4 | | 659.98 | | |
| " " #4 | " " | 196.32 | | 24,324.11 |
| Australian Co.#1 | | 186.75 | | |
| " " #3 | | 615.12 | | 801.87 |
| Rights: | | | | |
| Western | | 2,468.53 | | |
| Wisconsin | | 877.96 | | |
| Gt. Britain | | 9,520.10 | | 12,866.59 |
| Royalty on music | | | | 78.04 |
| W.E.Burlock, Mgr. English Cos. | | | | 4,652.02 |
| Expense, General | | | 22,769.19 | |
| " Company A | | 18,102.33 | | |
| B | | 8,830.87 | | |
| C | | 7,686.84 | | |
| D | | 5,752.97 | | |
| Special | | 129.19 | 40,502.20 | |
| English Co.#1 | | 11,743.30 | | |
| " " #2 | | 9,902.38 | | |
| " " #3 | | 1,876.73 | | |
| " " #4 | | 1,748.72 | 25,271.13 | |
| Augtralian Co. #1 | | 178.23 | | |
| " " #3 | | 381.62 | 559.85 | |
| Production supplies | | | 7,620.45 | |
| A. L. Grey, Australian office | | | 200.34 | |
| A.L. Grey, Mgr. Aust. Cos. | | | 41.68 | |
| W.H. Kemble note | | | 642. | |
| Guy C. Smith | | | 1,000. | |
| | | | 98,606.84 | |
| | | | | 111,964.34 |
| Total debits July,Aug. & Sept. | | | | 98,606.84 |
| | | | | 13,357.50 |
| June earnings, as per report | | | | 31,141.26 |
| Total | | | | $44,498.76 |

Rauch

617 Eay Bldg.,
Los Angeles, Cal.

Oct. 1, 1917.

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:-

Mr. Griffith owns three lots in San Pedro on Fourteenth Street, Alma Tract - lots 10, 11 & 12.

Last fall there was an assessment for paving the street in front of these lots, and I am now in receipt of a communication from the Board of Public Works of Los Angeles, Bureau of Assessments, as follows:

The street has been widened ten feet - five feet on each side - and the cost to Mr. Griffith for his three lots is $532.65 which becomes delinquent October 25th. However, the City has allowed the sum of $312.00 for the land thus taken into the street, and I have here a "Satisfaction of Judgment" in the Superior Court of Los Angeles for the sum of $312.00 which if Mr. Griffith signs and executes can be applied as cash against this $532.65, and he can ~~paying~~ pay only the balance which would be $220.65.

I had this up with the Board of Public Works and explained Mr. Griffith's absence. They advised that in case he does not return in time to execute this Satisfaction and that we pay the whole amount, upon his return he can make claim for $312.00 and recover the same from the City.

The papers can be forwarded to you if you want me to.

Yours very truly,

E C Bidwell

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TELEPHONE CENTRAL 6728

Cabiria
ILLINOIS, INDIANA & WISCONSIN

Marvelous Maciste
ILLINOIS, INDIANA & WISCONSIN

# E-L-K FILM CO.

EXCLUSIVE FEATURE FILMS
SUITE 508-510 MALLERS BLDG.
5 S. WABASH AVE.

The Avenging Conscience
ILLINOIS

Should A Baby Die
ILLINOIS, INDIANA & WISCONSIN

Attention Mr McCarthy
10/13/17 Bidwell

CHICAGO, ILL. Oct. 2nd 1917

D. W. Griffith, Corp.,
71 West 23rd St.,
New York, N.Y.

Gentlemen:-

As advised you some time ago prints that we have on AVENGING CONSCIENCE are not fit for use for the better class of theatres and cannot even be truthfully booked as good prints to the cheaper class of theatres.

If you can arrange to ship us a print that is in good condition, we can re-issue the subject at this time and report good rental earnings. As it is the prints that we have we cannot even suggest the use of them, let alone energetically book them. With new prints in good condition in our possession, we shall also ask the privilege of booking Southern Wiscons, which territory our salesman cover.

Please ship at once the following advertising matter: 75/1's- 25/3's litos. 4 block, and 8 sets of photos.

Awaiting your advise relative to print and early arrival of above order, we are

Yours very truly,
E-L-K FILM COMPANY.
Philip Lewis

PL*SW

P.S. Not having accepted any bookings in territory which we have on percentage, we have no report to make.

A N A G R E E M E N T made the second day of October 1917 B E T W E E N WILLIAM FREDERICK JURY of 7 Upper St. Martin's Lane in the County of London Esq: as Agent for and on behalf of himself and other persons forming the War office Cinematograph Committee (hereinafter called "the Committee") of the one part and DAVID WARK GRIFFITH of The Savoy Hotel Strand in the county of London Esquire (hereinafter called "the Producer") of the other part.

WHEREBY IT IS AGREED AS FOLLOWS:

1. The Producer grants the exclusive right of exploiting within the British Empire (which expression shall include India and Egypt) a cinematograph film produced or in the course of production by him depicting certain phases of Great Britain's part in the present War (hereinafter called "the Film") to the said W.F. Jury in consideration of the facilities munitions and equipment which have been placed at the disposal of the Producer.

2. The Producer will take all necessary steps to secure the copyright in the said film in the United States of America and throughout the British Empire and will make arrangements whereby the film may be first published simultaneously in the United States and in England within the meaning of the Copyright Act 1911 unless first published in England.

3. The Producer will execute all such deeds and documents and do all such things as may be necessary to vest the copyright within the British Empire in the said W.F. Jury or such other person or persons as he may direct.

4. The Producer will supply to the said W.F. Jury for the use of the Committee from time to time as many copies of the Film as may be required and the said W.F. Jury shall pay for each copy so ordered the cost price but not exceeding 2½d. per ft. f.o.b. New York City.

5. The first ten copies (which are hereby ordered) will be delivered in London ready for production within 4 weeks of the first performance in New York but due allowance shall be made for further time for delivery of copies should copies such be lost in transit as a result of the vessel in which such films are shipped being sunk by the King's enemies. Nothing in this clause shall affect the onus upon the Producer to protect the copyright of the Film within the United States and the British Empire.

6. The Film shall be produced in London in a West End Theatre as far as is practicable in a similar manner and at similar prices for admission as were charged for the picture "The Birth of a Nation" at Drury Lane and so far as the Film shall in the discretion of the Committee be exploited in other cities and places at which "The Birth of a Nation" was shown the exploitation shall so far as may appear practicable to the Committee be made in a similar manner and at the same prices as were charged for "The Birth of a Nation" but nothingin this clause shall prevent the Committee or the said W.F. Jury on their behalf from making such variations or other arrangements as they or he may think necessary. Provided always that in case of dispute arising as to the provisions of this clause or clause seven any matter of difference shall be referred to Sir Reginald H Brade or his Successor as Secretary of the

War Office for the time being whose decision shall be final and binding on all parties.

7. The said W.F. Jury shall consult with the Producer or his nominee as to the best scheme or schemes for exploiting the Film in the United Kingdom and he shall be at liberty to avail himself of the organization of the Producer within the British Empire for the purpose of exploiting the film upon such terms as may be mutually agreed.

8. The said W.F. Jury shall in the name of the Committee use his best endeavors to obtain the official endorsement of the British Government to the Film and the name of the Producer shall be used in the scheme for advertising the Film.

9. This Agreement shall remain in force for a period of 15 years from the date of the first production of the Film within the United Kingdom Provided that at the end of such period the copyright shall remain the property of the Committee.

10. During the said period of 15 years the net proceeds derived from the exploitation of the Film within the British Empire shall when received be divided equally between the Producer and the Committee provided always that if at the end of such period the net proceeds shall be less than £ 10,000 the share of the Producer shall be 65% of such proceeds and the share of the Committee shall be 35% thereof. The first accounts shall be made up six months from the date of the first production in London and thereafter half-yearly and a division of the net proceeds made leaving not less than £ 1,000 as working capital.

11. The Committee shall have no financial interest in the exploitation of the Film outside the British Empire.

12. The Committee will take all such steps as they are able to do to prevent the publication prior to the first day of February 1918 of any Film dealing with the same subject as the Film on similar lines without the consent of the producer in writing.

13. No official cinematograph picture of any kind shall be released for exhibition by the Committee within the United Kingdom for 15 days before or 15days after the date of the first public exhibition of the Film in the United Kingdom without the consent of the Producer in writing except such pictures as are produced in the Budget issued by the Committee and not exceeding 500 ft. in any one issue and except also any picture as shall in the opinion of the Committee or the said W.F. Jury be of outstanding or exceptional news value.

14.- In the event of any difference of opinion arising as to the division of the net proceeds or as to any question of accounts under this Agreement the same shall be referred to Messrs. Deloitte Plender Griffiths & Co., Chartered Accountants, of London Wall Bldgs., E.C. for decision and their decision shall be final and binding on both parties.

15. No Contract shall be made by the Committee any term of which shall be that any other picture shall be booked as a condition of booking the Film nor shall the Film be shown in conjunction with any other picture without the consent of the Producer in writing.

16. The Film shall be submitted to the reasonable censorship of the War Office or other proper Authority and no part of the Film depicting scenes in which the troops equipment and material furnished by or through the instrumentality of the Committee which is rejected by such censorship shall be exhibited or shown at any time in any part of the World except upon such terms and conditions as the said W.F. Jury shall agree on behalf of the Committee. Any other part of the Film may be shown outside the British Empire, but shall be censored for the British Empire and so far as rejected shall not be shown therein.

17. The Agreement shall be deemed to be made in England and shall be continued in accordance with the Laws of England.

18. In the construction of these presents a reference to the said W. F. Jury shall whenever the context so admits be deemed to include the said W. F. Jury his executors administrators and assigns or other the Agent for the time being of the War Office Cinematograph Committee and a letter from the said Sir. R.H.Brade or the Secretary to the War Office for the time being stating the name of such Agent shall be conclusive and the expression the Producer shall whenever the context so admits be deemed to include the said David Wark Griffith his executors administrators and assigns.

IN WITNESS whereof the parties to these presents have hereunto set their hands and seals the day and year first above written.

L.S.

SIGNED SEALED AND DELIVERED )
)
by the above named DAVID WARK )
)(Sgd) DAVID WARK GRIFFITH
GRIFFITH in the presence of )

Harry Wilson,
Solicitor,
2 Broad Court Chambers,
Covent Garden, W.C.

SIGNED SEALED AND DELIVERED )
)
by the above named William )
)
Frederick Jury in the pres-)
) (Sgd) W. F. JURY L.S.
ence of

S. E. CASH,
Solicitor,
51, LincolN's Inn Fields,
W.C.

FAMOUS PLAYERS-LASKY CORPORATION
NO. 865
JUR
6/8/18
LEGAL DEPT.

94

London

An agreement made the second day of October 1917 between William Frederick Jury of 7 Upper St. Martin's Lane in the County of London Esq: as Agent for and on behalf of himself and other persons forming the War office Cinematograph Committee (hereinafter called "the Committee") of the one part and DAVID WARK GRIFFITH of The Savoy Hotel Strand in the county of London Esquire (hereinafter called "the Producer") of the other part. Whereby it is agreed as follows:

1. The Producer grants the exclusive right of exploiting within the British Empire (which expression shall include India and Egypt) a cinematograph film produced or in the course of production by him depicting certain phases of Great Britain's part in the present war (hereinafter called "the film") to the said W.F. Jury in consideration of the facilities munitions and equipment which have been placed at the disposal of the Producer.

2. The Producer will take all necessary steps to secure the copyright in the said film in the United States of America and throughout the British Empire and will make arrangements whereby the film may be first published simultaneously in the United States and in England within the meaning of the Copyright Act 1911 unless first published in England.

3. The Producer will execute all such deeds and documents and do all such things as may be necessary to vest the copyright within the British Empire in the said W.F. Jury or such other person or persons as he may direct.

The Producer will supply to the said W.F. Jury for the use of the Committee from time to time as many copies of the film as may be required and the said W.F. Jury shall pay for each copy so ordered the cost price but not exceeding 2½d. per ft. f.o.b. New York City.

The first ten copies (which are hereby ordered) will be delivered in London ready for production within 4 weeks of the first performance in New York but due allowance shall be made for further time for delivery of copies should such copies be lost in transit as a result

of the vessel in which such films are shipped being sunk by the King's enemies. Nothing in this clause shall effect the onus upon the Producer to protect the copyright ofthe Film within the United States and the British Empire.

The Film shall be produced in London in a West End Theatre as far as is practicable in a similiar manner and at similiar prices for admission as were charged for the picture "The Birth of a Nation" at Drury Lane and so far as the Film shall in the discretion of the Committee be exploited in other cities and places at which "The Birth of a Nation" was shown the exploitation shall so far as may appear practicable to the Committee be made in a similiar manner and at the same prices as were charged for "The Birth of a Nation" but nothing in this clause shall prevent the Committee or the said W.F. Jury on their behalf from making such variations or other arrangements as they or he may think necessary. Provided always that in case of dispute arising as to the provisions of this clause or clause(7) seven any matter of difference shall be referred to Sir Reginald H Brade or his Successor as Secretary of the War Office for the time being whose decision shall be final and binding on all parties.

The said W.F. Jury shall consult with the Producer or his nominee as to the best scheme or schemes for exploiting the Film in the United Kingdom and he shall be at liberty to avail himself of the organization of the Producer within the British Empire for the purpose of exploiting the film upon such terms as may be mutually agreed.

The said W.F. Jury shall in the name of the Committee use his best endeavors to obtain the official endorsement of the British Government to the Film and the name of the Producer shall be used in the scheme for advertising the Film.

This Agreement shall remain in force for a period of fifteen years from the date of the first production of the Film within the United Kingdom provided thatat the end of such period the copyright

shall remain the property of the Committee.

During the said period of fifteen years the net proceeds derived from the exploitation of the film within the British Empire shall when received be divided equally between the Producer and the Committee provided always that if at the end of such period the net proceeds shall be less than £10,000 the share of the Producer shall be sixty five percent of such proceeds and the share of the Committee shall be thirty-five per cent thereof. The first accounts shall be made up six months from the date of the first production in London and thereafter half yearly and a division of the net proceeds made leaving not less than £1000 as working capital.

The Committee shall have no financial interest in the exploitation of the Film outside the British Empire.

The Committee will take all such steps as they are able to do to prevent the publication prior to the first day of February 1918 of any film dealing with the same subject as the film on similiar lines without the consent of the Producer in writing.

No official cinematograph picture of any kind shall be released for exhibition by the Committee within the United Kingdom for fifteen days before or fifteen days after the date of the first public exhibition of the film in the United Kingdom without the consent of the Producer in writing except such pictures as are produced in the Budget issued by the Committee and not exceeding five hundred feet in any one issue and except also any picture as shall in the opinion of the Committee or the said W.F. Jury be of outstanding or exceptional news value.

In the event of any difference of opinion arising as to the division of the net proceeds or as to any question of accounts under this Agreement the same shall be referred to Messrs. Deloitte, Plender Griffiths & Co., Chartered Accountants, of London Wall Bldgs. E.C. for decision and their decision shall be final and binding on both parties.

No contract shall be made by the Committee any term of which shall be that any other picture shall be booked as a condition of booking the film nor shall the Film be shown in conjuncation with any other picture without the consent of the Producer in writing.

The Film shall be submitted to the reasonable censorship of the War Office or other proper Authority and no part of the film depicting scenes in which the troops, equipment, and material, furnished by or thru the instrumentality of the Committee which is rejected by such censorship shall be exhibited or shown at any time in any part of the world except upon such terms and conditions as the said W.F. Jury shall agree on behalf of the Committee. Any other part of the film may be shown outside the British Empire, but shall be censored for the British Empire and so far as rejected shall not be shown therein.

The agreement shall be deemed to be made in England and shall be continued in accordance with the laws of England.

In the construction of these presents a reference to the said W.F. Jury shall whenever the context so admits be deemed to include the said W.F. Jury his executors administrators and assigns or other the Agent for the time being of the War Office Cinematograph Committee and a letter from the said Sir R.H. Brade or the Secretary to the War Office for the time being stating the name of such Agent shall be conclusive and the expression the Producer shall whenever the context so admits be deemed to include the said David Wark Griffith his executors administrators and assigns.

IN WITNESS whereof the parties to these presents have hereunto set their hands and seals the day and year first above written.

L.S.

SIGNED SEALED AND DELIVERED (
)
by the above named DAVID WARK (
) (sgd) DAVID WARK GRIFFITH
GRIFFITH in the presence of (

Harry Wilson,
Solicitor,
2 Broad Court Chambers,
Covent Garden, W.C.

SIGNED SEALED AND DELIVERED )
by the above named William )
Frederick Jury in the pres- )
ence of ) sgd. W.F. JURY L.S.

S.E. CASH

Solicitor,

51, Lincoln's Inn Fields,

W.C.

Griffith

Bidwell

Los Angeles, Cal., October 3, 1917

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:-

In regard to the dismantling of the Intolerance Sets, I beg to report as follows:

Inasmuch as your telegraph suggested that perhaps Mr. Griffith might wish to utilize portions of the sets in his new picture, Mr. Wortman suggested to me that we have Mrs. Bitzer try to communicate with Billy to learn if possible what sections of the sets might be used again. That was a week ago and as we have received no reply, we are hoping that it means that Mr. Griffith is on his return.

We did not start in last Monday as we intended, partly in the hopes that we would hear from Bitzer, and partly because I have been having difficulty in securing compensation insurance to protect the men at work on the job. Practically every insurance company in town balked absolutely on insuring a wrecking job, and I have just succeeded in finding a concern that will carry the insurance - no less a party than the State of California. They will carry the insurance at a premium of $14.42 per $100.00 of the payroll. Based on $4000.00 the premium amounts to $576.80. This is much higher than any other class of labor - blasting being the only higher risk.

I explained that there was a possibility that before the entire sets were wrecked, the men might be changed to construction work, and the State's representative stated that in that case we would be entitled to a cheaper rate - only $4.57. He told me to keep an accurate cost of the dismantling and of the construction, and that on completion of the work we would be entitled to an adjustment giving us credit for overpayment on the cheaper class of work. He also told us that in the event that we wished to cancel the ~~xxxxxx~~ policy because of stopping work for various reasons, that there would be made a minimum charge of $100.00. On the other hand, if the actual cost of wrecking exceeds $4000.00 we will be assessed an additional premium to cover the additional cost.

difference

Mr. Wortman on his own account approached Ralph De Lacey and offered to split his own salary with Ralph if the latter would work with him at wrecking these sets - Wortman to draw $40 per week and De Lacey $35. This will hold De Lacey who is getting

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

very uneasy, and is apt to accept some other offer. Mr. Wortman is trying hard to hold together a nucleus of a staff of mechanics, but a large majority of his old crew have already signed up with other concerns.

Mr. Wortman and I have looked into the matter of the City Officials' attitude, and we feel safe in not starting until next Monday, when we will probably start removing the elephants from their pedestals. The elephants themselves are quite delapidated, and as we still have the forms, new ones could be made (if desired) cheaper than the old ones could be patched up. However, we do not imagine Mr. Griffith wants elephants in his next pictures, although the pedestals can be remodelled and used for other purposes. We will probably follow this up by taking down the Babylonian towers, and other small structures and by that time perhaps Mr. Griffith will have been heard from.

Although that $576.80 is an awful premium to pay for the compensation, Huck says it is safer than taking our chances without any. In the building of the sets one man fell and broke his neck almost the very last day, and it cost the insurance company $3000.00. If everything goes right we will have no accidents, but one slip would cost us more than the premium many times over.

I will use money out of the ranch funds to cover this premium, but will advise you promptly so that you can remit to replace same. I will not send in a requisition for wrecking funds for next week as we will keep within the $200.00 I asked for this week.

For your reference I am attaching a schedule of rates of compensation insurance supplied by the State. Practically all the insurance companies quoted the same figures, but refused to handle the business.

Yours very truly,

E. C. Bidwell

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

**EXTENSION OF SCHEDULE** to be attached to and form part of

Policy No._____ issued by the State Compensation Insurance Fund

to _____ of _____

| Class No. | Description of Principal Work Covered | Rates per $100 of Earnings |
|---|---|---|
| 5401 | Carpentry - not bridge building (not otherwise classified)..... | 4.57 |
| 5437 | Carpentry - Installation of interior trim, such as builders finish and cabinet work (away from shop) ..... | 1.16 |
| 5204 | Concrete Work - Buildings -(Not grain elevators) reinforced concrete construction, with self-bearing floors or other horizontal surfaces or parts, constructed by means of reinforced concrete. Payroll to include those engaged in making, setting up and taking down frames, scaffolds, false work, and concrete distributing apparatus ( no blasting)..... | 6.30 |
| 5209 | Concrete Work - Foundations for buildings. Payroll to include those engaged in making, setting up and taking down frames, scaffolds, false work and concrete distributing apparatus, excluding all work in tunnels, subways or caissons, for which use proper classifications and rates..... | 3.98 |
| 6304 | Cesspool Digging - Including incidental concrete lining (No blasting)..... | 8.30 |
| 5443 | Lathing..... | 1.98 |
| | blasting)..... | 5.24 |
| 5022 | Masonry Work - Not building chimneys or bridges (no | |
| 3724 | Millwright Work - Erection and repair of machinery. Payroll to include drivers and drivers' helpers and chauffeurs and chauffeurs' helpers..... | 2.51 |
| 5461 | Painting and Decorating - away from shop (not interior work) Excluding painting steel structures and bridges..... | 5.48 |
| 5490 | Painting and Decorating - Interior work away from shop | 1.27 |
| 5491 | Paper hanging..... | 1.27 |
| 5473 | Plastering on outside of buildings (not otherwise classified)..... | 5.24 |
| 5480 | Plastering not otherwise classified..... | 1.98 |
| 5183 | Plumbers -(Including house connections). Must include shop payroll, if any..... | 1.51 |
| 5545 | Roofing (not otherwise classified)..... | 5.74 |
| 5701 | Wreckers - Not marine (no blasting)..... | 14.42 |

---

Contractors - Building private residences, flats or apartments, with or without stores, one-story stores and stores with offices above, private stables and private garages, and buildings not mercantile or factory, all not exceeding three stories and basement in height, including jobbing work connected therewith, (no blasting), excluding the erection of churches, theatres, railroad stations, round houses, court houses, city halls and capitol buildings:

| | | |
|---|---|---|
| 5642 | Masonry or concrete work..... | 2.51 |
| 5643 | Carpentry work including interior trim and cabinet work | 1.89 |
| 5644 | Cellar excavating..... | 2.51 |

Any other operations incident to the construction of the class of buildings described under the foregoing classification, such as structural iron work, painting, plumbing, roofing, plastering, etc., must take the regular Manual rate for such operations.

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT

195 Broadway, N. Y.

J CB 29.

U113GS U 35 NL

LOS ANGELES CAL OCT 3 1917

ALBERT H T BANZHAF

8927

2 RECTOR ST NEW YORK

RANCH OPERATING EXPENSES SEPTEMBER SIX HUNDRED FORTY THIS INCLUDES HORSE FEED ABOUT ONE FIFTY WHICH WILL LAST FOUR OR FIVE MONTHS STOP UNDER WHAT BUSINESS NAME SHALL I CONDUCT MATTERS PERTAINING TO WRECKING INTOLERANCE SETS

E C BIDWELL

#640.

247A

OCT 6 - 1917

PAID

Check No. 1269

DWG

October 6th 1917

Mrs. G. W. Bitzer,
1834 Canyon Drive,
Los Angeles, Calif.

Dear Mrs. Bitzer:

Enclosed please find check for $250. for account of Mr. Bitzer's salary for week ending October 6th.

Kindly acknowledge receipt.

Very truly yours,

DAVID W. GRIFFITH CORPORATION

By

Secty.

R

Enc. Ck.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

**D. W. G. CORPORATION**

No. 74 JERSEY CITY, N. J. OCT - 6 1917 191

PAY TO THE ORDER OF Mrs G W Bitzer $250.00

Two Hundred Fifty and no/100 DOLLARS

TO THE **COMMERCIAL TRUST COMPANY**
OF NEW JERSEY. 55-41
JERSEY CITY, N. J.

D. W. G. CORPORATION
Albert W Barnhart
~~TREASURER~~ President

Form 2589

# WESTERN UNION DAY LETTER

GEORGE W. E. ATKINS, VICE-PRESIDENT — NEWCOMB CARLTON, PRESIDENT — BELVIDERE BROOKS VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

**SEND** the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

OCTOBER 6 1917

E C BIDWELL FAY BLDG LOSANGELES CALIF

CONDUCT WRECKING INTOLERANCE SETS UNDER NAME GRIFFITH PERSONALLY COVER ALL EMPLOYES LIABILITY INSURANCE AND COVER PUBLIC INSURANCE IF TRUCKING IS NOT DONE BY INDEPENDENT TRUCKMAN SAVE BEST WALLS PLATFORMS ETC GRIFFITHS RETURN WORK SLOWLY

BANZHAF

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

**RECEIVED AT**

U 1 GS TA 91NL

LOSANGELES CALIF OCT 6 17

ALBERT H T BANZHAF 8623

2 RECTOR ST NEWYORK CITY

WROTE YOU THIRD AND YESTERDAY BITZER CABLED DEFINITE INSTRUCTIONS SO CAN NOW WORK INTELLIGENTLY PER MY LETTER WILL REQUIRE FIVE HUNDRED SEVENTY SIX DOLLARS EIGHTY CENTS FOR LIABILITY INSURANCE STOP DID NOT WORK CREW THIS WEEK AND FUNDS YOU SENT WILL COVER PAYROLL NEXT WEEK SHOULD HAVE INSURANCE MONEY MONDAY ALSO RANCH MONEY SIX HUNDRED FORTY TOTAL TWELVE HUNDRED SIXTEEN EIGHTY STOP REGULAR WEEKLY REQUISITION COVERS SALARYES BROWN AND MYSELF RENT OF LOT AND TELEGRAPH BILL TOTAL TWO TWENTY ONE STOP COLLEEN MOORE AGAIN INQUIRING ABOUT MONEY SAYS SHE IS BROKE

E C BIDWELL 311A

526 Bush Street
San Francisco
October 7th.

Mr D.W.Griffith
Los Angeles, Calif.

Dear Sir,

Having just arrived from New Zealand, I beg to acknowledge receipt of your letter of Sept: 10th. and hope to have the pleasure of calling on you during the course of the week.

Yours very respectfully,

Ignatius Gottfried

Rancl

Form 2589

# WESTERN UNION

# DAY LETTER

GEORGE W. E. ATKINS, VICE-PRESIDENT NEWCOMB CARLTON, PRESIDENT BELVIDERE BROOKS VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

**SEND** the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

OCTOBER 8 1917

E C BIDWELL FAY BLDG LOSANGELES CAL

MAIL ASSESSMENT PAPERS AT ONCE FOR GRIFFITH TO SIGN

PAY INSURANCE OUT OF RANCH FUNDS PAY MOORE ONEHUNDRED ON

ACCOUNT HAVE STERNLOV MAIL MONTHLY STATEMENT OF RECEIPTS

AND DISBURSEMENTS

BANZHAF

TELEPHONE CENTRAL 6728

# E-L-K FILM CO.

EXCLUSIVE FEATURE FILMS

SUITE 508-510 MALLERS BLDG

5 S WABASH AVE

Cabiria
ILLINOIS, INDIANA & WISCONSIN

Marvelous Maciste
ILLINOIS, INDIANA & WISCONSIN

The Avenging Conscience
ILLINOIS

Should A Baby Die
ILLINOIS INDIANA & WISCONSIN

CHICAGO, ILL., October Eighth 1917

D. W. Griffith Corp.,

71 West 23rd St.

New York, N.Y.

Gentlemen:-

It has just come to our attention that the Favorite Feature Film Co. of Minneapolis, who are supposed to control the Wisconsin rights THE AVENGING CONSCIENCE, have discontinued business.

We have our salesman in Southern Wisc. at present and can do some little booking there as we are informed the Favorite Feature Film Co. did not work the Southern part very energetically.

Please give us your authorization to this effect.

Yours very truly,

E-L-K FILM COMPANY

J. W.

Ranch

Ranch 1917

617 Fay Bldg.,
Los Angeles, Cal.

Oct. 9, 1917.

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:-

As per your telegram I am enclosing herewith the papers in connection with the assessment against Mr. Griffith for the widening of Fourteenth Street, San Pedro. Mr. Sternlov and I made a trip to San Pedro last Spring and inspected the properties there, and the Fourteenth Street lots are quite conveniently located on what is to be the main street to the new "outer harbor" improvements which are to be only a block distant. With Fourteenth Street widened and the street well paved, Mr. Griffith's lots should be valuable holdings in the near future.

The three lots on Pacific Avenue are also very well situated - being only about a half a mile the U. S. Reservation of Fort McArthur, and also in the path of what is to be the new business district to the city that is to be the Harbor to Los Angeles.

The one lot in Wilmington is not so desirable, being situated in the middle of a block facing an unimproved street, though it is located only a short distance from the Wilmington Harbor Warehouse.

In regard to a monthly statement of receipts and disbursements from Mr. Sternlov, he does not handle any funds for the ranch and would have no statement to make. Since last March all the money transactions for the ranch have gone through my account at the First National Bank, and I have shown in my statements everything pertaining to the ranch - as well as all other expenditures.

I was out to the ranch today to pay off the bills. They are at work on the irrigation system, but have had some difficulty to secure laborers - in fact men are scarce and hard to get. I took one man out with me, but when he got there he decided he did not care to work and came back to town. Luckily I succeeded in finding two more and I sent them out. It will probably take three to four weeks to finish putting in the system.

Yours truly
E. C. Bidwell

$ 12.50 **THE PLAYERS** № 39889

New York, Oct 9 '17.

Received of D. W. Griffith

Twelve 50/ DOLLARS

For Dues $ 12.50 To Nov. '17.

For House Charges $ —

For Initiation Fee $ —

Swezey & Check 88

NICHOLAS BIDDLE, TREASURER

By M. E. Clerk

WILLIAM ELLIS LADY
ATTORNEY AND COUNSELLOR
915 HOLLINGSWORTH BUILDING
LOS ANGELES

OFFICE F 7777
BDWY. 295

RESIDENCE 60228
WILSHIRE 2255

Los Angeles, October 10th, 1917.

Albert H. T. Banzhaf, Esq.,
Counsellor at Law, 2 Rector Street,
New York City, New York.

Dear Mr. Banzhaf:-

In accordance with my conversation with you while in New York City on or about the 25th of September, I am handing you herewith copy of application to the Commissioner of Corporations of the State of California, made by the Western Aniline Products Company, for authority to issue its capital stock, together with a copy of Permit issued by him, which ~~is~~ are self explanatory, and receipt of which please acknowledge.

The incorporators of this company were Hugo E. Fredrick, John Gaenzle, V. J. Cobb, M. K. Quinn and H. J. Vatcher, Jr. The present directors are Messrs. Fredrick, Woods. McClung, Brown and Diehl.

I will write you further in a day or two with reference to the filing of Articles of a Foreign Corporation in ~~a~~ the County in this State in which such corporation may own realty.

Yours sincerely,

W E Lady

WEL/Q

Enclosures - 2.

DWG,

October 13th 1917

Mrs. G. W. Bitzer,
1834 Canyon Drive,
Pasadena, Calif.

Dear Mrs. Bitzer:

Enclosed please find check to your order for $250., for account of Mr. Bitzer's salary for week ending October 13th.

Kindly acknowledge receipt, and oblige

Very truly yours,

DAVID W. GRIFFITH CORPORATION

By

Secty.

R

Enc. Ck

TELEPHONE
5466 MURRAY HILL

# Dudley S. Eldridge (INC.)

SHIRT MAKER
9 EAST 48TH STREET
NEW YORK

TERMS _____ Oct 15th 1917

MR. D W Griffith c/o Jas Barry
Long Acre Bldg

ALL BILLS PAYABLE IN NEW YORK EXCHANGE

| 1917 | | | |
|---|---|---|---|
| Mar. | TO BILL RENDERED | | |
| | " " | 72 50 | |

Dwg Corp Check 88

RECEIVED PAYMENT
WITH THANKS
OCT 24 1917
D. S. ELDRIDGE, INC.

Bidwell Ranch

617 Fay Bldg.,
Los Angeles, Cal.

Oct. 16, 1917

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:-

I am enclosing herewith reports of receipts and disbursements for the past two weeks, together with a sample of the vouchers I am using. All my checks have a corresponding voucher number, and as all checks are also listed in my cash book numerically, it is a simple matter to look up the vouchers.

Mr. Sternlov was in the office today for a few minutes. He is staying out at the ranch all the time now while the irrigating system is being put in. The system is to consist of cement pipes, which we are having made right on the ranch to save expense of hauling. He told me the pipe is about all made (a little over 5000 feet), and most of the trenches are excavated; and by next Saturday he will begin letting the extra men go that he had to hire.

As he has been staying out there to give the work his personal supervision and attention, I did not have the use of his car to go out there to pay off bills and I hired a Ford to take me out which is the $5.00 item for auto hire. It may be necessary for me to go out again a couple of times before the work is finished. I think it has helped cut down some of the expenses to have me paying close attention to the ranch - for the groceries and meat bills were reduced nearly one third when they say I was looking after things. However, the expenses will not be reduced any this month, and possibly not next month to any extent, but after that they should be greatly reduced.

We just learned that Mr. Griffith has returned to good old U.S.A. for which there is a great feeling of thanksgiving; the next question is "when is he coming out here", but judging from word received his stay in New York will not be long.

Yours very truly,

E. C. Bidwell

No ____

Cash

ATTACH ORIGINAL BILL TO THIS FORM IN ALL CASES

To E. C. Bidwell Dr.
For D. W. Griffith

Payable to

191

For

Mr Baughaf: This is a sample of my vouchers. In case of payroll - Huck Wortman first makes out a list of his employees - showing days worked and amount due. This is pinned inside of voucher for record. I am paying the men with cash, each man giving his receipt and all are filed with voucher also. I am showing separately the salaries of the watchmen and other men, to facilitate adjustment of compensation insurance, as their rate will be only about $5.00 against $14.42 for the men wrecking.

Examined and Found Correct

Approved for Payment

This Receipt must be Dated and Signed by the Party in whose favor this Voucher is made

191

*Received of* _____

_____ *Dollars*

($_____) *in full payment of the above account.*

Duplicate

$_____

LOS ANGELES, CALIFORNIA _____

RECEIVED OF E. C. BIDWELL $_____ IN FULL PAYMENT FOR WAGES DUE ME TO DATE FROM D. W. GRIFFITH.

(Nature of work - whether wrecking, construction, or watchmen)

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


**RECEIVED AT** 195 Broadway, N.Y.

B19GS 39NL

1917 OCT 16 AM 3 52

LOSANGELES CALIF OCT 15

ALBERT H T BANZHAF 9277

2 RECOTR ST NEWYORK NY

FUNDS REQUIRD SMALL BILLS FOR WRECKING CREW TWENTY HUCKS PAYROLL TWO HUNDRED FIFTY SALARIES BROWN AND MYSELF ONE HUNDRED THIRTEEN COLLEEN MOORE ONE HUNDRED COMPENSATION INSURANCE FIVE HUNDRED TOTAL NINE HUNDRED EIGHTY THREE SEE SEPARATE MESSAGE REGARDING GENERAL SITUATION

E C BIDWELL. OCT 18 1917

PAID Check No. 1314

Wrecking 20
Bonnie Bidwell Teach 250
Colleen Moore 213
Ins'c 500
#983.

J.10

TELEPHONE CENTRAL 6728

Cabiria
ILLINOIS, INDIANA & WISCONSIN

Marvelous Maciste
ILLINOIS, INDIANA & WISCONSIN

# E-L-K FILM CO.

EXCLUSIVE FEATURE FILMS
SUITE 508-510 MALLERS BLDG
5 S WABASH AVE

The Avenging Conscience
ILLINOIS

Should A Baby Die
ILLINOIS INDIANA & WISCONSIN

CHICAGO, ILL., October
Sixteenth
1 9 1 7 -

Chelsea
8388

D. W. Griffith, Corp.
71 West 23rd St.,
New York, N.Y.

Gentlemen:-

On October 2nd, we wrote requesting that you forward to us 75/1's- 25/3's litos. and 8 sets of photos on AVENGING CONSCIENCE, but up-to-date, we have neither received the above shipment or a reply to our letter.

We are in need of this paper and would thank you to give same your immediate attention.

Yours very truly,
E-L-K FILM CO.

Ordered Shipped
by Greenwich Litho 10/22/17
BR

Material Photographs
8 sets 10/22/17
BR

Kentucky Matter

October 17th 1917

Mr. John Riehl,
504 West Jefferson Street,
Louisville, Kentucky.

Dear Sir:

I enclose herewith deed of property situated in Louisville, Kentucky, conveying the Griffith Portland Avenue property to Louis R. Davis and Della Davis, signed by all the Griffith grantors.

This deed has been re-acknowledged by Mr. David Griffith before a notary public and the County Clerk's certificate has been attached to said acknowledgment.

Will you kindly close this matter up at once and deliver the purchase price to Mrs. Ruth Houghton.

Very truly yours,

AHTB/R

Enc.

Kentucky matter

October 17th 1917

Mrs. Ruth Houghton,

La Grange, Kentucky.

Dear Mrs. Houghton:

I enclose herewith a copy of letter this day forwarded to Mr. Riehl relative to your Louisville property. I trust now that this matter may be closed at once and that the funds will be paid over to you promptly.

Will you kindly inform me by return mail whether Willard Griffith is still in Ontario, Canada, so that I may send him some funds on behalf of your brother.

I also wish to state that your brother has, as you no doubt know, returned to this country and is in the best of health and has had some wonderfully exciting experiences. He sends his kindest regards to you all.

Should you desire any further information, do not hesitate to write me in reference thereto.

Very sincerely,

AHTB/R

Enc.

2.70
2.40
10.10

October 17 1917

Expense Account

Taxi from Appraiser's office to Office
with new negative. $2.10
.60
2.70

Oct. 18 Taxi. Porter

Paid

Drwls
a/c Work

PAID OCT 18 1917
Check No. 1315

October 18th 1917

New York Life Insurance Co.,
346 Broadway,
New York City.

Gentlemen:

Enclosed please find check for $1893. in payment of premium on policy #4855765 due October 22 1917 covering the life of David W. Griffith, of Los Angeles, Calif., together with the notice of said premium in the amount of $2185.20, together with dividend notice showing a dividend due thereon of $292.20, which Mr. Griffith has elected to deduct from the total amount of the premium, leaving a balance due in the amount of the check as aforesaid.

Will you kindly acknowledge receipt thereof to my address and notify your Los Angeles agent of the payment. I have forwarded a copy of this letter to the Los Angeles office.

Kindly send all notices in reference to this policy to Mr. Griffith in my care at the address as above.

Very truly yours,

AHTB/R

Enc.Ck.

DW 4, 10

THE

# NEW YORK LIFE INSURANCE COMPANY

Home Office: 346 & 348 Broadway, New York, N. Y.

**STATEMENT**

Premium - $ 2185 20

Loan Interest

Note Interest Due 292 20

1893 00

Grace Interest

## Received the Payment (as per Marginal Statement)

DUE OCTOBER 22, 1917 ON POLICY No 4855765

Damoine P. Kingsley

President

Countersigned by

G W Cooke

PREMIUM COLLECTION DIVISION

Dwyer Check 81

*3472-R. B. May, 1912

OFFICES OF THE

# D. W. GRIFFITH

ATTRACTIONS

LONGACRE BLDG.

BROADWAY AND 42ND STREET.

NEW YORK CITY

TELEPHONE: BRYANT 5293-5294

J. J. McCARTHY
GENERAL MANAGER

THEODORE MITCHELL
GEN'L PRESS REPRESENTATIVE

Oct 18, 1917.

Wark Pro. Corp.

From Office to Warehouse and back $1.60

To Appraisers Office and back $4.80

Supper $1.00

7.40

Received C. R. Wood Jr.

OK 40

RENTING A SPECIALTY

HOME PHONE CITY 2281

Ranch
Ky. prop

# JOHN RIEHL

## REAL ESTATE IN ALL ITS BRANCHES

504 WEST JEFFERSON STREET
SECOND FLOOR

LOUISVILLE, KY. October 19th 1917

Mr. Albert T. Banshof

# 2 Rector street

New York

Dear Sir:-

Your letter and deed to the property at 2918 Portland, Louisville, received and for which you will find inclosed a receipt.

I will forward the proceeds of the sale to Mrs. Ruth Houghton as has been requested.

Yours very respectfully,

JR-EHG

John Riehl

RENTING A SPECIALTY

HOME PHONE CITY 2281

# JOHN RIEHL

REAL ESTATE IN ALL ITS BRANCHES

504 WEST JEFFERSON STREET
SECOND FLOOR

LOUISVILLE, KY.

October 19th 1917

Mr. Albert T. Banshof
# 2 Rector Street
New York

Dear Sir:-

I received this 19th day of October the deed from you for the property located at 2918 Portland avenue, Louisville, which conveys the said property to Louis R. and Della Davis.

Yours respectfully,

John Riehl

Clinton T. Brainard
President and Treasurer

P. C. Eastment
Vice-President and Secretary

Cable Address McClurnews, New York

# The McClure Newspaper Syndicate

120 West Thirty-second Street
New York

October 19, 1917.

Mr. Walter Howey,
THE EXAMINER,
Chicago, Ill.

Dear Sir:

In accordance with your telegram of yesterday, we will send you direct each week proofs and mats of the illustrations of the POTASH AND PERLMUTTER articles, beginning with the article released for Sunday, October 28.

Yours faithfully,

The McClure Newspaper Syndicate

P. C. Eastment
Secretary.

PCE.D

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TELEPHONE CIRCLE 1616

NEW YORK, Oct 20, 1917

# CHAS. E. RIESS & CO., INC.

AUTOMOBILE MANUFACTURERS AND DISTRIBUTORS

1741 BROADWAY AT 56TH STREET

Hupmobile — Car of the American Family

M. W. R. Gish
c/o A. F. Bauzhaf
1 Rector St. City.

| 1917 | | | | |
|---|---|---|---|---|
| 4 | 20 | Cash adv. for License Plates. ~~STATEMENT RENDERED~~ | 5 00 | |
| 5 | 25 | | 38 50 | |
| | 17 | | 1960 00 | |
| | 28 | | 17 00 | |
| 6 | 1 | | 95 | |
| | 11 | | 5 50 | |
| | 11 | | 7 75 | |
| | 30 | | 5 40 | |
| | 30 | | 75 | |
| 9 | 4 | Insurance | 156 96 | |
| | | | | 1707 81 |
| | | Credits. | | |
| 4 | 19 | Cash | 100 00 | |
| | 21 | " | 1 50 | |
| 5 | 19 | " | 935 50 | |
| 9 | 1 | Cr. Memo | 5 50 | |
| | | | | 1952 50 |
| | | Balance | | 755 31 |
| | | Cancel Ins. 4/30 | | 7 50 |
| | | 1/2 H to Los Angeles | | 6 46 |

D. W. G. CORPORATION

PAID

No. 84 JERSEY CITY, N.J. OCT 20 1917 191

PAY TO THE ORDER OF G W Bitzer $250 00 / 7 50

Two Hundred Fifty and no/100 DOLLARS

D. W. G. CORPORATION

Albert F Bauzhaf
TREASURER
President

TO THE COMMERCIAL TRUST COMPANY
OF NEW JERSEY. 55-41
JERSEY CITY, N.J.

October 22nd 1917

E-L-K Film Co.,
5 S. Wabash Avenue,
Chicago, Ill.

Gentlemen:

Referring to your favor of the 16th inst., we notice that the same is addressed to 71 West 23rd Street, which no doubt caused the delay.

The shipments of the lithos and photos have been ordered and it is expected that they will go forward today.

Very truly yours,

DAVID W. GRIFFITH CORPORATION

Sec. & Treas.

R

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

**RECEIVED AT**

U54GSXHV 72 NL

LOS ANGELES CALIF OCT 22 1917

ALBERT H T BANZHAF,

9142

2 RECTOR, NEWYORK

FUNDS REQUIRED AS FOLLOWS SANPEDRO MATTER TWO TWENTY WRECKING PAYROLL TWO SIXTY FIVE SALARIES BROWN AND MYSELF ONE THIRTEEN TOTAL FIVE HUNDRED NINETY EIGHT COLLEEN MOORE AGAIN MAKING INQUIRY FOR MONEY IF I AM TO PAY HER ANYTHING ADD AMOUNT TO TOTAL JUST NAMED WHAT ABOUT PATROLMAN CLOCK FOR WATCHMEN NOW HAVE SEVERAL HUNDRED DOLLARS WORTH LUMBER THAT COULD EASILY BE STOLEN IF WATCHMEN NOT ALERT CLOCK WOULD KEEP THEM ON JOB

E C BIDWELL

225A

220
26
113
598

PAID OCT 26 1917
Check No. 1347

10 378
11 - 220
598

Haynes Car of the American Family

# CHAS. E. RIESS & CO., INC.

1741 BROADWAY AT FIFTY-SIXTH STREET

NEW YORK, N. Y. Oct. 22, 1917.

SHIPPED Miss M. R. Gish
c/o A. P. Banzhaf
2 Rector St. City.

VIA

PHONE, 1616-7-8 CIRCLE
SERVICE DEPT. 226 W. 56TH ST.

| | |
|---|---|
| Repainting car as ordered | 100.00 |
| Our share of Express to Los Angeles. | 100.00 |
| | 200.00 |

CHAS. E. RIESS & CO., INC.
PAID
OCT 22 1917

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

OUR TERMS STRICTLY NET CASH

October 23, 1917.

Dudley G. Eldridge, Inc.,
9 East 48th Street,
New York City.

Dear Sir:

Inclosed please find my check to your order for $72.50, in payment of the within bill for invoice to David W. Griffith.

Will you kindly receipt the same and return to me?

Very truly yours,

AHTB/GD

Gish Personal

October 23, 1917.

Miss Lillian D. Gish,
Gotham Hotel,
Fifth Avenue & 55th Street,
New York City.

Dear Miss Gish:

I inclose herewith check to your order for $745.00, and one to the order of Miss Dorothy for $1675.00, both on account of your salaries due from Mr. Griffith.

Will you kindly sign the within receipts and re-mail to me?

Very truly yours,

Incs.

AHTB/CD

Avy Cop

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

October 23, 1917.

Received from Mr. Banzhaf $1675.00 on account of Mr. Griffith.

Dorothy Glick

Check #87

October 23, 1917.

Received from Mr. Banzhaf $1675.00 on account of Mr. Griffith.

Dorothy Gish

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

October 23, 1917.

Received from Mr. Banzhaf $745.00 on account of Mr. Griffith

William D. Guthrie

Check #86

Griffith Personal

October 23, 1917.

Received from Mr. Banzhaf $745.00 on account of Mr. Griffith

Lillian H. Gish

Dwyer-p

October 24th 1917

Mr. Willard Griffith,

Upland, California.

Dear Mr. Griffith:

Your Uncle David has just returned from abroad, and I have deliver to him the letter which you mailed last me. He regrets exceedingly that he did not return sooner in order that he might have forwarded you the moneys before, and therefore asks me to forward the within check for $200.

Will you kindly acknowledge receipt of same.

You can write him directly here in New York or at the Alexandria Hotel, Los Angeles, within two or three weeks. If you will watch the papers you no doubt will be advised of when he arrives in California.

Very truly yours,

AHTB/R

Enc.Ck.

B. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TELEPHONE CENTRAL 6728

# E-L-K FILM CO.

EXCLUSIVE FEATURE FILMS

SUITE 508-510 MALLERS BLDG

5 S WABASH AVE

Cabiria
ILLINOIS, INDIANA & WISCONSIN

Marvelous Maciste
ILLINOIS, INDIANA & WISCONSIN

The Avenging Conscience
ILLINOIS

Should A Baby Die
ILLINOIS INDIANA & WISCONSIN

CHICAGO, ILL., October
24th
1917

David W. Griffith Corp.,
Longacre Bldg.
42nd & Broadway,
New York,N.Y.

Gentlemen:-

Referring to yours of the 22nd we had to order the photos made here. Will ask you therefore to cancel our order. We should however, like to have you send us one set.

Please instruct Greenwich to forward paper. This in addition to shipment already received direct from them.

Attached herewith you will find copy of letter under date of October 2nd which may not have reached you and a reply to which we look to.

Yours very truly,
E-L-K FILM CO.
E N.

P.S. Wish you would please advise us as to where we can reach the Mexican War Film Corp., in charge of THE ESCAPE and will it be possible for you to send us one set of photos on same so that we might reproduce them here.

Insurance

October 24th 1917

Chas. E. Riess & Co.,
1741 Broadway,
New York City.

Gentlemen:

I enclose herewith automobile liability policy #0173720 of the Aetna Life Insurance Co. (Accident and Liability Dept.) covering car belonging to Mrs. M. R. Gish, together with a certificate of participation of the Germania Life Insurance Co. #105 upon open policy #1921 for fire, theft and full coverage collision, together with the daily report on the same.

I understand by your slip that this car is to be shipped to Los Angeles, Calif., and I wish you would therefore have these policies cover the machine while in your garage and also have insurance covering the same while en route, and also take out transportation insurance. Then kindly have all policies to cover in Los Angeles, and have additional liability insurance for two other members of the insured's family who may operate the car as per the endorsement notice on the liability policy.

Please notify me if you will attend to this matter, and acknowledge receipt of the policies.

Very truly yours,

AHTB/R
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Hupmobile

The Mark of Superior Motor Car Service

Chas. E. Riess & Co. Inc.
Automobile Manufacturers and Distributors
1741 Broadway at 56th Street
NEW YORK

Telephone: Circle 1616

October
25th, 1917

Mr. A. H. T. Banchaf,
2 Rector Street,
New York City, N. Y.

Dear Sir:---

We are in receipt of your favor of the 24th enclosing the automobile policy of Mrs. M. R. Gish. All of the matters appertaining to this letter have already been attended to.

Yours very truly,

J E Drumar

SALES MANAGER.
CHAS. E. RIESS & CO. INC.

JED***LLL

TELEPHONE CONNECTION

D. W. G. Corp.

Dudley G. Eldridge (INC.)
SHIRT MAKER
9 EAST 48TH STREET
NEW YORK

October 25th, 1917.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
N. Y. City.

My Dear Sir:

Enclosed please find receipted bill for Mr. D. W. Griffiths.

I take this opportunity to thank you personally for taking care of this matter, and I trust that when Mr: Griffiths needs anything in my line that he will not forget us.

Thanking him for his past orders, I remain

Very truly yours,

D. G. Eldridge

DGE/FWH

October 29th 1917

Mr. Walter N. Seligsberg,
1459 Broadway,
New York City.

Dear Walter:

I was glad to learn that you have located the negative of "Home Sweet Home" at the London office of the Western Import Co., and that the same is being shipped for delivery to the David W. Griffith Corporation.

On my return from the Coast I will take up with you the matter of procuring a formal written assignment thereof from the Majestic Company.

Thanking you for your courtesy in this matter, I remain

Very truly yours,

AHTB/R

October 29th 1917

E-L-K Film Co.,
5 So. Wabash Avenue,
Chicago, Ill.

Gentlemen:

Replying to your favor of the 24th inst., we wish to advise that shipment of the photos ordered by you went forward on the 24th, and therefore the same cannot now be cancelled.

Kindly inform us whether you wish your last order for paper repeated, as your request in reference to same is not clear.

In reference to THE ESCAPE, if you will write the Western Import Co., 1457 Broadway, New York City, they will no doubt be able to give you the information desired as they handle this picture.

Referring to yours of the 2nd inst., you can obtain a new print of THE AVENGING CONSCIENCE at an approximate cost of $292., and if you desire the same kindly let us know and we will make arrangements to have a new print made.

Mr. Banzhaf, the Treasurer of the company, is at present out of town, and on his return the matter of authorizing you to book Southern Wisconsin will be taken up with him, as he handles the territorial rights matters.

Very truly yours,

DAVID W. GRIFFITH CORPORATION

R

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

**D. W. G. CORPORATION**

No. 73 PAID JERSEY CITY, N.J. Sept 29 1917

PAY TO THE ORDER OF Mr. G. W. Griffith $200.00

Two Hundred Fifty and no/100 DOLLARS

D. W. G. CORPORATION

Albert H. T. Banzhaf
TREASURER President

TO THE COMMERCIAL TRUST COMPANY
OF NEW JERSEY. 55-41
JERSEY CITY, N.J.

---

GRANGER-HALL ELECTRIC COMPANY
INCORPORATED
ONTARIO, CALIFORNIA

ELECTRICAL SUPPLIES
WIRING AND FIXTURES

Ontario, Calif.,
Oct. 29, 1917.

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York, New York.

Dear Mr. Banzhaf:

I received your letter and check for $200 today.

I wish to thank you greatly for your courtesies.

Yours sincerely,

Willard Griffith

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT 165 Broadway, N. Y.

1917 OCT 30 AM 4 47

J 88CH 49 NL

LOSANGELES CALIF 29

ALBERT H T HANZAHAF 9198

2 RECTOR ST NEWYORK NY

FUNDS REQUIRED AS FOLLOWS WRECKING PAYROLL TWO THIRTY REGULAR MONTHLY BILLS FORTY INCLUDING RENT OF OFFICE TYPEWRITER FIREPROOF STORAGE PHONE AND POSTAGE SALARIES KARL BROWN AND MYSELF ONE THIRTEEN TOTAL THREE HUNDRED EIGHT THREE STOP PLEASE ADVISE ABOUT MISS MOORE AS SHE CLAIMS SIX WEEKS DUE HER AT FIFTY

E C BIDWELL.

Bus. Bidwell Correspondence

# WESTERN UNION DAY LETTER

Form 2589

GEORGE W. E. ATKINS, VICE-PRESIDENT — NEWCOMB CARLTON, PRESIDENT — BELVIDERE BROOKS VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

SEND the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

OCTOBER 30 1917

E C BIDWELL FAY BLDG LOSANGELES CALIF

BANZHAF AND GRIFFITH LEFT FOR COAST YESTERDAY BANZHAF WILL ARRANGE WITH YOU REFERENCE WEEKLY EXPENSES TRADEMARK MATTER TAKEN CARE OF HERE

SECRETARY

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

October 31st 1917

Mr. David W. Griffith,

-To-

ALBERT H. T. BANZHAF, DR.

| | |
|---|---|
| To professional services rendered October and November | $300.00 |
| Telegrams, September and October | 16.14 |
| Cablegrams, September and October | 25.25 |
| Fares, phones and postage | 2.40 |
| Taxis, etc. | 5.00 |
| Sundry disbursements | 12.90 |
| | $361.69 |

Received payment,

NOV 22 1917

AHTBanzhaf

Paid by
Check #93
JWSmp.

October 31, 1917.

D. W. GRIFFITH (Assigned, D. W.G. Corporation)

In A/C with EPOCH PRODUCING CORPORATION

| | | |
|---|---|---|
| Net earnings for October, as per Treasurer's Report, | | $13,964.10 |
| 37½% of same | $5236.54 | |
| D.W.G. Corp. share 60% | | $3,141.92 |
| (Assigned) 40% | | $2,094.62 |

TREASURER'S REPORT FOR OCTOBER 1917.

EPOCH PRODUCING CORPORATION.

| | | | | |
|---|---|---|---|---|
| Income, Co. A. | | 14,702.32 | | |
| B | | 7,774.60 | | |
| C | | 7,365.75 | | |
| D | | 10,579.26 | | |
| Special | | 1,086.31 | | 41,508.24 |
| Rights: Canada | | 1,000. | | |
| Western | | 2,888.15 | | |
| Wisconsin | | 477.31 | | 4,365.46 |
| Australian Office Expense | | | | 824.45 |
| Sinking Funds | | | | 50. |
| Production Supplies | | | 1,482.27 | |
| Expense, General | | | 6,320. | |
| " Company A. | 6,849.37 | | | |
| B | 6,159.81 | | | |
| C | 5,204.71 | | | |
| D | 5,692.46 | | | |
| Special | 250.98 | | 24,157.33 | |
| Aust. Co. #1 | | | 824.45 | |
| | | | 32,784.05 | 46,748.15 |

Total debits, October 32,784.05

Net Earnings, October $13,964.10

| | | | |
|---|---|---|---|
| July | 30 | Transfer charges Los Angeles | 1.92 |
| Sept | 14 | to E. C. Bidwell by wire | 198.00 |
| " | 20 | " " | 147.00 |
| " | 24 | Geo Bowles | 1000.00 |
| " | " | DWS corp Loan | 2000.00 |
| " | 27 | Western Union Tel Co July & Aug | 55.00 |
| " | 28 | E. C. Bidwell by wire | 280.00 |
| " | 30 | Transfer charges | 8.00 |
| Oct | 3 | J. A. Barry | 1000.00 |
| | 4 | E. C. Bidwell by wire | 413.00 |
| | 6 | " " " | 640.00 |
| | | | 5.743.30 |
| | | Express Bicycle | 2.00 |
| | | | 5.745.30 |

MUSEUM OF MODERN ART LIBRARY
D. W. griffith collection

D W Griffith (Personal)

| | | | |
|---|---|---|---|
| 4/10/17 | Ruth Griffith | 200 — | |
| 5/1/17 | Premium on Bond for lost certs. | 1500 — | |
| 5/19/17 | Chas. E. Riess Co. (Dist. Auto) | 953 50 | |
| 7/9/17 | Western Union service | 40 — | |
| 7/13/17 | Title Guaranty & Trust Co. | | |
| | For services as depositary | 10 — | |
| 9/1/17 | Western Union money forwarding chgs | 10 10 | |
| 9/24/17 | Geo Bowles For Opal | 1000 — | |
| 9/27/17 | Western Union service | 55 20 | |
| 9/30/17 | " " forwarding chgs. | 10 10 | |
| | Total Miscellaneous Personal | | 3778 90 |
| Payments to Mrs. Griffith | | | |
| 4/10/17 | | 10000 — | |
| 4/18/17 | | 800 — | |
| 5/3/17 | | 6800 — | |
| 6/6/17 | | 9800 — | |
| 7/9/17 | | 13300 — | |
| 8/7/17 | | 800 — | |
| 9/6/17 | | 800 — | |
| 10/9/17 | | 800 — | |
| | Total payments to Mrs Griffith | 31 00 — | |
| Payments to L. S. Posner: | | | |
| 4/10/17 | | 1000 — | |
| 5/3/17 | | 1000 — | |
| 6/6/17 | | 500 — | |
| 7/9/17 | | 1250 — | |
| | Total payments to Mr Posner | 3750 — | |
| | Total Miscellaneous Personal | | 46850 — |
| Payments to Bangley for services: | | | |
| 5/29/17 | | 479 65 | |
| 8/9/17 | | 303 70 | |
| 9/15/17 | | 410 05 | |
| | Total Legal Expenses | | 1193 40 |
| 6/23/17 | To J. C. Epping | 150 — | 150 — |
| Grand Total of Personal | | | 51,972 30 |

| | | | | |
|---|---|---|---|---|
| 1917 | | Studio Cost: | | |
| June | 14 | Debrie Printer | 650.— | |
| | 30 | Duties on shipment from London | 32.75 | |
| Aug | 1 | " " " " " | 63.85 | |
| | 9 | Forwarded to Bedwell | 686.— | |
| | 15 | " " " | 172.— | |
| | 22 | " " " | 172.— | |
| Sept | 4 | " " " | 587.— | |
| | 6 | " " " | 332.— | |
| | 14 | " " " | 198.— | |
| | 20 | " " " | 149.— | |
| | 28 | " " " | 280.— | |
| Oct | 3 | To J. A. Berry | 1000.— | |
| | 4 | Forwarded to Bedwell | 413.— | |
| | 13 | " " " | 221.— | |
| | | Total Misc Studio Charges | | 4954 60 |
| | | Payments to Bitzer: | | |
| June | 1 | To Mezie Radford | 800.— | |
| | | " Mrs. Bitzer (sister) | 200.— | |
| | 23 | " " " (Wife) | 250.— | |
| | 30 | " " " " | 250.— | |
| July | 7 | " " " " | 250.— | |
| | 14 | " " " " | 250.— | |
| | 21 | " " " " | 250.— | |
| | 28 | " " " " | 250.— | |
| Aug | 4 | " " " " | 250.— | |
| | 11 | " " " " | 250.— | |
| | 16 | " " " " | 250.— | |
| | 25 | " " " " | 250.— | |
| Sept. | 1 | " " " " | 250.— | |
| | 7 | " " " " | 250.— | |
| | 15 | " " " " | 250.— | |
| | 22 | " " " " | 250.— | |
| | 29 | " " " " | 250.— | |
| Oct | 6 | " " " " | 250.— | |
| | 13 | " " " " | 250.— | |
| | | Total Bitzer payments | | 5250.— |
| | | Carried forward | | 10204 60 |

| | | |
|---|---|---|
| Brought forward | | 10204 60 |
| Payments to Ralph De Lacy: | | |
| 7/14/17 | 76 — | |
| 7/21/17 | 38 — | |
| 7/28/17 | 78 — | |
| 8/4/17 | 78 — | |
| 8/11/17 | 78 — | |
| Total De Lacy Payments | | 518 00 |
| Payments to Altschuler: | | |
| 8/18/17 | 200 — | |
| 8/25/17 | 200 — | |
| 9/1/17 | 200 — | |
| 9/7/17 | 200 — | |
| 9/15/17 | 200 — | |
| 9/22/17 | 200 — | |
| 9/29/17 | 200 — | |
| 10/6/17 | 200 — | |
| 10/13/17 | 200 — | 1800 — |
| Total Altschuler Payments | | |
| Express to Biograph | | 2 — |
| Grand Total of Studio Charges | | 12324 60 |

Moneys disbursed by J.A. Barry on account of Mr. Griffith's Studio work at Los Angeles up to and including July 23/17 as per statement by Mr. Barry of 9/29/17:

| | | |
|---|---|---|
| Disbursed | 7702 | 77 |
| Less cash advanced to Mr. Barry by Mr. Griffith 3/24/17 | 5000 | — |
| | 2702 | 77 |
| Less cash advanced by Work Producing Corp. to Mr. Barry charged to acct of D.W.G. Corp. 10/3/17 | 1000 | — |
| Balance due Mr. Barry | 1702 | 77 |

Ranch Acct.:

| | | | | |
|---|---|---|---|---|
| 1917 July | 19 | Forwarded to Bedwell | 700 – | |
| Aug. | 8 | " " " | 530 – | |
| Sept | 6 | " " " | 560 – | |
| Oct | 6 | " " " | 640 – | |
| | | Total Ranch Charges | | 3430 |

Duty for fishing 1150.
" 500.

Studio:

| | |
|---|---|
| Western Union | 75.40 |
| J. C. Copping | 150.– |
| Bedwell, Duties + Misc. | 4956.60 |
| ✓ Betzy | 5450 – |
| De Lacy | 318.– |
| Allen | 1800.– |
| Above duties | 1660.– |
| Barry | 6708.77 |
| | 20912.77 |
| | 51708.30 |
| Since Oct 13. | 72621.07 |

| | | | |
|---|---|---|---|
| 10/13 | Bedwell (Studio) | | 221 – |
| 10/16 | My Life (D.W.G. Personal) | | 1590 – |
| 10/19 | Betty Harron | | 300 – |
| 10/20 | Allen | | 200 – |
| ✓ 10/20 | Betzy | | 250 – |
| 10/23 | Barry | 1702.77 | |
| 10/23 | Lillian Gish | | 745 – |
| 10/23 | Dorothy | | 1675 – |
| 10/23 | D.W.G. (Personal) | | 85 – |
| 10/24 | " " " ( " ) Willard B. | | 200. – |
| ~~July 1~~ | ~~Balance due Gish, 13,900.~~ | | 5569 – |
| | Total of War Picture exp. (London + P.) | | 48317.30 |
| | | | 53886 30 |
| | Less D.W.G. Personals 745 + 1533 = 2178 | | 2178 |
| | | | 51708 30 |

STATEMENT OF MONEYS ADVANCED BY WARK PRODUCING
CORPORATION FOR ACCOUNT OF D.W.G. CORPORATION

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

| | | |
|---|---|---|
| 1917 | | |
| July 30 | Transfer charges Los Angeles | $1.92 |
| Sept.14 | To E. C. Bidwell by wire | 198.00 |
| Sept.20 | To E. C. Bidwell by wire | 147.00 |
| Sept.24 | Geo. Bowles (D.W.G. personal) | 1000.00 |
| Sept.24 | D.W.G.Corporation (Loan) | 2000.00 |
| Sept.27 | Western Union Tel. Co. (July & Aug.) | 55.20 |
| Sept.28 | To E. C. Bidwell by wire | 280.00 |
| Sept.30 | Transfer charges | 8.18 |
| Oct. 3 | J. A. Barry | 1000.00 |
| Oct. 4 | E. C. Bidwell by wire | 413.00 |
| Oct. 6 | E. C. Bidwell by wire | 640.00 |
| | | $5743.30 |
| | Express Biograph | 2.00 |
| | | $5745.30 |

War Picture
198.—
147.—
280.—
1000.—
413.—
2.—
1.92
8.18
55.20
2105.30

Ranch
640.—

Personal
1000.—

Work
2000.—

1000
2105.30
3745.30
2000.
5745.30

OCT 13 1917

Paid by ck #79
DWG Corp.

STATEMENT OF MONEYS ADVANCED BY WARK PRODUCING
CORPORATION FOR ACCOUNT OF D.W.G. CORPORATION

1.92
55.20
8.18
65.30

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

| | | | |
|---|---|---|---|
| 1917 | | | |
| July 30 | Transfer charges Los Angeles | $1.92 | |
| Sept.14 | To E. C. Bidwell by wire | 198.00 | Studio |
| Sept.20 | To E. C. Bidwell by wire | 147.00 | Studio |
| Sept.24 | Geo. Bowles (D.W.G. personal) | 1000.00 | Personal |
| Sept.24 | D.W.G.Corporation (Loan) | 2000.00 | |
| Sept.27 | Western Union Tel. Co. (July & Aug.) | 55.20 | |
| Sept.28 | To E. C. Bidwell by wire | 280.00 | Studio |
| Sept.30 | Transfer charges | 8.18 | |
| Oct. 3 | J. A. Barry | 1000.00 | Studio |
| Oct. 4 | E. C. Bidwell by wire | 413.00 | Studio |
| Oct. 6 | E. C. Bidwell by wire | 640.00 | Ranch |
| | | $5743.30 | |
| | Express Biograph | 2.00 | Studio |
| | | $5745.30 | |

1.92
55.20
8.18
65.30
2
67.30

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

DWG CORPORATION - WARK CORP. ACCOUNT

| | | | |
|---|---|---|---|
| Dec. 21 1916 | Loan to Wark | $8000.00 | |
| Received from Wark March 24 1917 | | | $1500.00 |
| Received from Wark June 1 1917 a/c loan | | | 1000.00 |
| Received from Wark June 20 1917 a/c loan | | | 23759.51 |
| Aug. 10 1917 | Loan to Wark | 3000.00 | |
| Received from Wark Sept. 1 1917 | | | 3000.00 |
| Received from Wark Sept. 25 1917 (Loan) | | | 2000.00 |
| To Wark - Money advanced as per following items: | | 5745.30 | |

| | | |
|---|---|---|
| July 30 1917 | Transfer charges LosAngeles War Picture | $1.92 |
| Sept. 14 1917 | Bidwell by wire | 198.00 |
| Sept. 20 1917 | Bidwell by wire | 147.00 |
| Sept. 24 1917 | Geo.Bowles (Personal) | 1000.00 |
| Sept. 24 1917 | DWG Corporation (Loan) | 2000.00 |
| Sept. 27 1917 | Western Union July and August bills (War Pict.) | 55.20 |
| Sept. 28 1917 | Bidwell by wire | 280.00 |
| Sept. 30 1917 | Transfer charges | 8.18 |
| Oct. 3 1917 | Barry (War Picture) | 1000.00 |
| Oct. 4 1917 | Bidwell by wire | 413.00 |
| Oct. 6 1917 | Bidwell (By wire) (Ranch) | 640.00 |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

137

D. W. G[redacted] CORPORATION

**Analysis of Payment to A. H. T. Banzhaf**

TOTAL CHECKS DRAWN TO ORDER OF A. H. T. BANZHAF
AS PER ITEMIZED LIST BELOW:- 120965.60

THESE FUNDS WERE ACCOUNTED BY PAYMENTS VIZ:-

| | | |
|---|---|---|
| Mr. Posner | 3750.00 | |
| Mrs. Griffith | 92115.68 | |
| Projector Investment | 18200.00 | |
| Bond Premium for lost Certificate | 1500.00 | |
| A.H.T. Banzhaf for services 18 mos. @ $150.00 | 2700.00 | |
| Legal Expenses, Telegrams Cables etc. | 276.49 | |
| Dorothy Gish for Auto | 953.50 | |
| M. Radford for Bitzer | 800.00 | |
| Mr. Bitzer's sister | 200.00 | |
| Misc. for "Hearts of the World" (included in Stat. 6) | 268.43 | |
| D.W.G. membership M.P.Industry | 100.00 | |
| D.W.G. Shirts | 72.50 | |
| Players' Club | 12.50 | |
| " " | 16.50 | 120965.60 |

LIST OF CHECKS DRAWN TO THE ORDER OF A. H. T. BANZHAF

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 1916 | | | | | 1917 | | | | |
| Dec | 26 | Check | 3 | 8000.00 | Oct. | 23 | Check | 88 | 85.00 |
| 1917 | | | | | Nov. | 1 | " | 92 | 800.00 |
| Jan | 13 | " | 4 | 5000.00 | | 22 | " | 93 | 361.69 |
| Feb | 5 | " | 7 | 12000.00 | Dec. | 17 | " | 94 | 800.00 |
| Mar | 3 | " | 8 | 9000.00 | | 24 | " | 97 | 200.00 |
| Apr | 10 | " | 9 | 11200.00 | 1918 | | | | |
| | 18 | " | 10 | 800.00 | Jan | 4 | " | 99 | 800.00 |
| May | 1 | " | 11 | 1500.00 | | 19 | " | 100 | 66.50 |
| | 3 | " | 12 | 7800.00 | | 25 | " | 102 | 100.00 |
| | 19 | " | 13 | 953.50 | Febr | 6 | " | 104 | 19.26 |
| | 29 | " | 15 | 479.65 | | 7 | " | 105 | 4000.00 |
| June | 1 | " | 16 | 1000.00 | | 13 | " | 106 | 208.75 |
| | 6 | " | 18 | 10300.00 | Mar | 2 | " | 110 | 150.00 |
| July | 5 | " | 25 | 2000.00 | | 7 | " | 112 | 3615.68 |
| | 9 | " | 27 | 14550.00 | | 11 | " | 114 | 41.82 |
| | 9 | " | 28 | 40.00 | | 16 | " | 118 | 8000.00 |
| Aug | 7 | " | 42 | 800 | Apr | 2 | " | 120 | 150.00 |
| | 9 | " | 44 | 303.70 | | 22 | " | 124 | 63.50 |
| | 15 | " | 49 | 1500.00 | May | 15 | " | 127 | 150.00 |
| Sept | 1 | " | 56 | 1000.00 | June | 5 | " | 129 | 150.00 |
| | 6 | " | 61 | 800.00 | | 26 | " | 134 | 150.00 |
| | 15 | " | 66 | 410.05 | | 28 | " | 136 | 4800.00 |
| | 17 | " | 67 | 1200.00 | July | 17 | " | 138 | 3000.00 |
| | 26 | " | 71 | 1500.00 | Aug | 9 | " | 140 | 166.50 |
| Oct | 9 | " | 76 | 800.00 | Aug | 23 | " | 142 | 150.00 120965.60 |

STATEMENT 5.

- - - - - - - - - - - - - - - - - -

ROBERT E. HARRON

-and-

DAVID W. GRIFFITH

- - - - - - - - - - - - - - - - - - - -

A G R E E M E N T

- - - - - - - - - - - - - - - - - -

Dated, N.Y., October 1917

#78

THIS AGREEMENT made and entered into this

day of October 1917 at the City, County and State of New York, by and between DAVID W. GRIFFITH, party of the first part, hereinafter called the "Producer", and ROBERT E. HARRON, party of the second part, both of the City and State of New York, hereinafter called the "Artist"

W I T N E S S E T H:

Be it recited that the Producer is now actually engaged in the business of manufacturing and producing motion pictures and motion picture photoplays and is desirous of retaining the exclusive services of the said Robert E. Harron, who is at present in the employ of the Producer, as one of the Producer's leading motion picture actors, and that said Robert E. Harron desires to enter into and remain in the employ of the Producer to perform and take leading parts in said picture now being produced by said Producer and in others that may hereafter be produced by him during the term of this contract, and for that purpose this contract is made.

NOW, THEREFORE, in consideration of the sum of One Dollar lawful money of the United States of America each to the other in hand paid, receipt whereof is hereby mutually acknowledged, and in further consideration of the premises, promises and covenants herein set forth, it is hereby understood and agreed as follows:

That the Producer hereby engages and employs the Artist for a continual period of three (3) years, two (2) months and three (3) days beginning from the date hereof and ending on the 31st

day of December 1920 as a motion picture actor to act, play, appear, pose, perform and take part as one of the leading actors or the principal actor in motion picture photoplays for the Producer, for which the Producer agrees to pay the Artist a weekly salary of Four hundred ($400) dollars per week from the 12th day of November 1917 to the 1st day of January 1918, and thereafter from the 1st day of January 1918 to the termination of this contract the sum of Five hundred ($500) dollars per week.

It is further agreed that in the event after the second year of the term of this contract that the Producer shall make or cause to be made features in which the Artist shall be starred and featured as the leading actor in productions which may be known as the "Harron Features" then in that event the Artist is to receive in addition to the salary hereinbefore mentioned, a compensation of twenty-five (25%) per cent. of the Producer's net receipts which may be received as the Producer's share of such pictures made or caused to be made by the Producer during the term of the second year of this contract commencing January 1st 1919 and ending December 31st 1919, and a compensation of fifty (50%) per cent. of the Producer's net receipts which may be received as the Producer's share of like pictures known as the "Harron Features" made or caused to be made by the Producer during the term of the third year of this contract commencing January 1st 1920 and ending December 31 1920.

It is further agreed that the Artist may have access to the books and records of the Producer relating to the receipts and disbursements of the said pictures which may be known as the "Harron Features".

The work and acting herein agreed to be performed by the actor shall be done and accomplished at the studio or studios of the Producer in whatsoever locality the Producer may determine to take motion pictures, either

temporarily or permanently.

The Artist accepts said employment and promises and agrees to act, play, appear, pose and perform any of the principal or leading parts of each motion picture or motion picture photoplay in which he may appear for the Producer.

Whenever it is necessary in performing his duties hereunder for the Artist to leave the City of New York or any other locality, the Producer shall pay all the travelling expenses of said Artist.

It is agreed and acknowledged by both parties that the Artist's services, talents and abilities as a motion picture actor are excellent, rare, unique, uncommon and of a peculiar and extraordinary nature and of great value to the Producer, and that these talents, services and abilities cannot be replaced by the Producer.

The Artist shall at his own expense provide all modern wardrobe to properly dress for parts in which he may be cast, but the Producer shall provide at his own expense all costuming to be used by this Artist.

The Artist shall always act and play the leading male or other parts of productions selected by the Producer, and the Producer shall select the cast of the play in which he is to perform.

The motion pictures in which the Artist is to perform shall be of the best character and the scenario of each play in which he is to take part shall be submitted to the actor prior to the commencement of re-

hearsals thereon in order that he may study his part.

Ample and proper advertising shall be given the Artist and he shall be featured and co-starred in all advertising and his name shall appear as a feature upon all films of plays in which he shall take part.

The Artist grants the Producer the use of his name for advertising purposes during the term hereof, and he shall not permit anyone else during the term hereof to use his name in advertising without the consent of the Producer.

It is understood that the Producer may assign this contract to a corporation to be formed by him, provided said corporation takes over and assumes all responsibilites hereunder, and promises and agrees to perform all the terms, provisions and conditions herein on the Producer's part to be kept, fulfilled and performed.

It is further mutually understood between the parties hereto that in the case of either of the parties hereto being hereafter called for military duty during the term of this contract, the same shall cease and determine, and that neither party shall be liable to the other arising out of any of the terms of this contract.

It is further agreed by the Artist that in consideration of his employment by the Producer according to the terms of this contract that in the event that the Artist shall without cause violate any of the terms and conditions of this agreement and refuse to appear and act as herein provided, the Producer and his assigns shall

have the right to obtain and restrain the appearance of the Artist in motion pictures or otherwise during the period of this contract.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

D. W. Griffith

Albert Marshall Robert E. Harron.

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT MAIN OFFICE, 608-610 SOUTH SPRING ST., LOS ANGELES, CAL. ALWAYS OPEN

War Picture

T3NY SX 47NL 8 EXTRA

P NEWYORK NY NOV 2 1917

D W GRIFFITH 16

ALEXANDRIA HOTEL LOSANGELES CALIF

AS PER YOUR REQUEST BEG TO REMIND YOU THAT YOU ENGAGED ME FOR YOUR COMPANY ANTICIPATING POSSIBLE DEMAND I HAVE ASCERTAINED EXACT NUMBER OF UNIFORMS AND EQUIPMENT ON HAND OF COSTUMER HERE ANXIOUSLY AWAITING YOUR ORDER TO LEAVE RESPECTFULLY

VON STROHEIM ONE FIFTY TWO WEST FORTY NINTH STREET NEWYORK

1218A NOV 3

Copy answer

Come at once your salary to begin on arrival

D. W. Griffith

---

War Pictures

(n.d. - file 11/4/17)

Form 1207

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT
GEORGE W. E. ATKINS, VICE-PRESIDENT  BELVIDERE BROOKS, VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to _____ 191__

To H. E. Aitken Pres.
Triangle Film Co Broadway

Barnstead and Patterson wasting time on foreign stations stalling means loss to you and to me
I offer one thousand a week for complete ~~studio~~ Fine Arts Studios
Yes if now is for term of six months with option for another six months at same rate wire at once
best regards
D W Griffith

change D.W.G.

SENDER'S ADDRESS FOR ANSWER  SENDER'S TELEPHONE NUMBER

Form 1207

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Nov 7th 1917

To Walter N. Seligsberg

Triangle Films 6 Broadway N.Y.

Griffith offers following for Fine Arts One year lease first six months and Eighteen thousand in advance second six months four thousand monthly in advance will option for another six months at Fourthousand five hundred monthly in advance with option to purchase at end of lease for twenty thousand cash will submit proposition to Patterson answer regards

Banzhaf

(Copy)

SENDER'S ADDRESS FOR ANSWER

SENDER'S TELEPHONE NUMBER

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

1917 NOV 7 PM 5 02

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE, 608-610 SOUTH SPRING ST., LOS ANGELES, CAL. ALWAYS OPEN

U206-121-5

T31NY DO 14COLL

SI NEWYORK NY 740P NOV 7 1917

ALBERT H BANZHAF ESQ

ALEXANDRIA HOTEL LOSANGELES CALIF

E G PATTERSON CULVERCITY AUTHORIZED NEGOTIATE FINE ARTS HE KNOWS OUR VIEWS REGARDS

W N SELIGBERG

458P

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

1917 NOV 9 AM 11 4

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE, 608-610 SOUTH SPRING ST., LOS ANGELES, CAL. ALWAYS OPEN

B4KS QT 11 COLL

SI NEWYORK NY 215P NOV 9 1917

A H T BANZHAF

E 81 — 100 — 5

HOTEL ALEXANDRIA LOSANGELES CALIF

PATTERSON KNOWS OUR VIEWS AND WILL SEE YOU ABOUT LEASE

W N SELIGSBERG

1140A

Copy of wire from Zukor to Artcraft, N. Y.

Have agreed with Griffith to finance war picture as special under chapter eighteen of contract total cost of negative and one print not to exceed one hundred and eighty thousand if more Griffith will advance same Seventy five thousand personally advanced by Griffith which includes his salary to date to be returned in weekly or monthly installments approximately twenty-five thousand monthly as you may determine Additional seventy five thousand to be advanced ten thousand weekly total cost with interest to be repaid us before dividends declared. Have agreed not to determine method of release until negative completed if special after two years or before it will be released through Artcraft for further booking and returned to Griffith personally after ten years. If not special picture to be divided and released as two regular Artcrafts under our contract with guarantees, etc.

A.Z.

Hotel Alexandria
Los Angeles

November 9th., 1917

Mr. Adolph Zukor,
Artcraft Film Corporation,
New York, N. Y.

Dear Sir:-

Pursuant to our conversation of this day and in conformity with the spirit of the telegram which you wired last week to your New York office, it is my understanding that your company is to finance my war picture as a special under Chapter 18 of the ARTCRAFT-GRIFFITH contract.

The total cost of the negative and one print of said picture is not to exceed $180,000 and if more I will advance the same. Any sums so advanced by me in excess of $180,000 is to be repaid to me with six percent interest out of the first net receipts received from the exhibition thereof.

The $75,000 already personally advanced by me which includes my salary to date of November 3rd., 1917 is to be returned to me in three installments of $25,000 each payable on or about November 25th., December 20th., and January 10th next. The additional $75,000 is to be advanced by yourcompany in weekly payments of either $10,000 or $15,000 first payment of which is to be made on November 10th., 1917.

The total cost of the picture so advanced by you, viz; $180,000 is to be repaid to you with six percent interest before any dividends are declared or paid.

It is also understood that the method of releasing said picture is not to be determined until the negative thereof is completed and that the negative, positive prints copy right, and any and all rights of, in and to said picture shall, within fifteen years from the release date thereof, be returned to me and be and remain, my exclusive property forever.

The release of said picture in Great Britain and her possessions and in the Republic of France and her colonies shall be made subject to the respective rights of said

Nov. 9th 1917.



governments in the participation of the net profits derived from the receipts of the exhibition thereof in said respective countries and subject to any and all other rights which said governments may have therein or thereto.

Please confirm your understanding of this communication by signing your name hereto.

Very respectfully yours,

D. W. Griffith

O.K. A.Z.

THE CORPORATION TRUST COMPANY.
SYSTEM ORGANIZED 1892.
15 EXCHANGE PLACE, JERSEY CITY, N.J.
37 WALL STREET, NEW YORK CITY.
158 STATE STREET, ALBANY, N.Y.
112 WEST ADAMS STREET, CHICAGO.
1428 LAND TITLE BUILDING, PHILADELPHIA.
281 ST. JOHN STREET, PORTLAND.
1024 FEDERAL RESERVE-BANK B'LD'G. ST. LOUIS.
304 MARKET STREET, CAMDEN, N.J.
486 DU PONT BUILDING, WILMINGTON, DEL.
501 COLORADO BUILDING, WASHINGTON, D.C.
1202 OLIVER BUILDING, PITTSBURGH, PA.
CORPORATION REGISTRATION COMPANY.
511 EXCHANGE BUILDING, BOSTON.

THE COMPANY FOR LAWYERS.

OFFICERS:
KENNETH K. McLAREN, PRESIDENT.
GEORGE R. SHELDON, VICE-PRESIDENT.
RAYMOND NEWMAN, GENERAL MANAGER.
HORACE S. GOULD, SECRETARY.
B. STAFFORD MANTZ, TREASURER.
JOHN R. TURNER, ASSISTANT SECRETARY.
ERNEST J. KING, ASSISTANT AUDITOR.

# The Corporation Trust Company

INCORPORATED UNDER THE TRUST COMPANY LAW OF THE STATE OF NEW JERSEY.

REPLY TO 15 EXCHANGE PLACE, JERSEY CITY.

November 13, 1917.

RE: ~~D. W. G. CORPORATION.~~

Albert H. T. Banzhof, Esq.,
2 Rector St.
New York City.

Dear Sir:

Will you kindly refer to our communication of the 24th September in which we requested that you furnish us with a copy of the above company's by-laws. It is particularly important that we be advised as to the date scheduled for the holding of the annual meeting of stockholders each year in order that we may properly furnish a report service in this State.

Your early attention to this matter will be appreciated.

Yours very truly,
THE CORPORATION TRUST COMPANY.

JRT:G

John R. Turner
Assistant Secretary.

**FRANK A. GARBUTT**
648 SOUTH OLIVE STREET
LOS ANGELES, CALIFORNIA

November 14, 1917.

Mr. Albert H. T. Banzhaf,
Alexandria Hotel,
Los Angeles.

Dear Sir:

I herewith return you copy of letter of November 9, 1917, to Mr. Adolph Zukor from Mr. Griffith which has been initialed by Mr. Zukor. This is the copy of letter for which you hold my receipt which kindly return to me.

I am unable to give you the location of the land in question as I do not have it in this office. Will be glad to accompany you there any morning that you are able to spare the time.

Very truly yours,

FAG-C.
Enc.

TELEPHONE: 6963 CORTLANDT ESTABLISHED 1892 CABLE ADDRESS: "EMHAR" NEW YORK

D.W.G. 1/6

# SHERWOOD M. HARD & CO., INC.

INSURANCE BROKERS

CORTLANDT BUILDING - - - HUDSON TERMINAL

30 CHURCH STREET

IN ACCOUNT WITH Mr. David W. Griffith NEW YORK, Nov. 19th, 1917

[redacted]. c/o A.H.T. Banghy & Reeves Ass., N.Y. City

LOCATION NO.

| DATE | TERM | No. OF POLICY | COMPANY | INSURED | AMOUNT | RATE | PREMIUM |
|---|---|---|---|---|---|---|---|
| 12/8-17 | 1yr | 2380289 | Fidelity & Cas. | Disability | 25/50,000. | | $ 375 00 |

Paid by Mr. Griffith personal check

Dec. 11th, 1917

RECEIVED PAYMENT

Sherwood M. Hard & Co., Inc.

Per B.F.E

Thank you

Hotel Alexandria
Los Angeles

N o v. 20th
1 9 1 7

Dear Sir:

Supplementing my letter to you of the 9th inst., in regard to my war picture now being produced as a special - as per our contract; beg to advise that the $75,000 mentioned in the third paragraph thereof may be paid by you as follows:

By handing to me your note for $50,000 with interest at 6%, payable in ninety days, and by paying the balance of the $25,000 by offsetting same with the note which you now hold of mine for $25,000 which will become due on or about January 1st next - the interest on which note is to be adjusted.

The note for $50,000 is accepted by me on the condition that same can be discounted by me in Los Angeles at the usual rate, and upon the condition that I am to retain ownership of the war picture as collateral security for the final payment thereof.

I also wish to further supplement my said letter, and conversations had with you, by stating that I have overlooked an item of $5,000 which I have paid the French Government for the privilege of making said war picture, and that I may have overlooked several other items - the total of which is not to exceed, however, the sum of $10,000 - which items are to be repaid to me after the moneys which your company has advanced has been repaid to you, as stated in my letter of November 9th, 1917.

You are to forward the note for $50,000 as soon as you return to New York, to me - together with the necessary certified copy of the resolution showing your authority and that of the company to make and sign said note.

Yours sincerely,

D. W. Griffith

To
Adolph Zukor, Esq.,
Artcraft Film Corpn.

D. W. Griffith Corp.

TELEPHONE CENTRAL 6728

# E-L-K FILM CO.

EXCLUSIVE FEATURE FILMS

SUITE 508-510 MALLERS BLDG.

5 S. WABASH AVE.

Cabiria
ILLINOIS, INDIANA & WISCONSIN

Marvelous Maciste
ILLINOIS, INDIANA & WISCONSIN

The Avenging Conscience
ILLINOIS

Should A Baby Die
ILLINOIS, INDIANA & WISCONSIN

CHICAGO, ILL., November 24th 1917 -

D. W. Griffith, Corp.,

Longacre Bldg.,

New York, N.Y.

Gentlemen:-

Referring to yours of the 20th, and ours of the 2nd ulto, can you send us one of more used prints in good condition of CONSCIENCE at the rate of $75.00 per print, which we would distribute for you on the same percentage basis as at present. WE would be willing to make a cash advance of $75.00 on each print.

Yours very truly,

E-L-K FILM COMPANY

PL*SW

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE, 608-610 SOUTH SPRING ST., LOS ANGELES, CAL. ALWAYS OPEN

Kar Picture.

U63NY GR 115 NL 4 EXTRA

Q NEWYORK NY NOV 26 1917

DAVID WARKE GRIFFITH 2032

HOTEL ALEXANDRIA LOSANGELES CALIF

HAVE SEEN J J MCCARTHY WE CAN SHIP TEN DAYS AFTER RECEIPT OF ORDER NINE COOPER HERITT SKYLIGHT BANKS EIGHT LAMPS EACH COMPLETE SEVEN FLOOR STANDS EIGHT LIGHTS EACH AND IN TWENTY DAYS SIX ELEVATOR STANDS WITH WINGS SEVENTEEN LAMPS EACH ALL FOR DIRECT CURRENT CIRCUITS ONE HUNDRED TEN VOLTS PERIOD PRICE SKYLIGHT BANKS THREE HUNDRED EIGHTY DOLLARS FLOOR STANDS FOUR HUNDRED SIXTY FIVE DOLLARS ELEVATOR STANDS NINE HUNDRED SIXTY FIVE DOLLARS LIST ALL SUBJECT TO MAXIMUM DISCOUNT OF TEN AND TEN PERCENT FOB HOBOKEN CAN MAKE FURTHER SHIPMENTS LATER

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVED AT MAIN OFFICE, 608-610 SOUTH SPRING ST., LOS ANGELES, CAL. ALWAYS OPEN

SECOND SHEET U63NY GR 115NL 4 EX

KINDLY WIRE INSTRUCTIONS FULLY HOBOKEN NEWJERSEY THE INCE STUDIO CULVERCITY USES ELEVATOR STANDS ONLY MAJESTIC STUDIO USES SKYLIGHT BANKS AND FLOOR STANDS

COOPER HEWITT ELEC CO BY W C HUBBARD

1027PM

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Write McCarthy regarding machine gun
Intolerance receipts

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT MAIN OFFICE, 608-610 SOUTH SPRING ST., LOS ANGELES, CAL. ALWAYS OPEN

B72KS Y 68 BLUE

SI NEWYORK NY 1125A NOV 26 1917

A H T BANZHAF 1231

HOTEL ALEXANDRIA LOSANGELES CALIF

DO NOT UNDERSTAND WHO YOU MEAN BY MY FRIEND MESTER THE COOPER HEWITT PEOPLE HAVE A REPRESENTATIVE IN LOSANGELES PLEASE NOTIFY BITZER THIRTY THOUSAND FEET NEGATIVE AND FIFTY THOUSAND FEET POSITIVE LEAVES TODAY WELLS FARGO EXPRESS CONSIGNED TO HIM DID GRIFFITH RECEIVE MY SUGGESTION SATURDAY REGARDING TITLE FOR YOUR INFORMATION THE TURMOIL IS TITLE OF NOVEL BY BOOTH TARKINGTON PUBLISHED TWO YEARS AGO WHEN ARE YOU RETURNING REGARDS

J J MCCARTHY

352PM

Form 1207

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

_____ 191___

To J. J. McCarthy
476 Broadway N.Y.

Western Building Agent has lighter wire size number and description if still available name suggested great but imagine bashful youth inviting to sweetheart to see John Bull would she misconstrue his intentions left and then be disappointed on incoming what he meant why not add to title of Democracy Europe Liberty Will return this week best regards

Banzhaf

SENDER'S ADDRESS FOR ANSWER
Clarge R 518

SENDER'S TELEPHONE NUMBER

H. H. WESTINGHOUSE, Pres. CHARLES B. HILL, Vice Pres. & Gen'l Mgr. CHARLES A. TERRY, Sec'y & Treas.

# Cooper Hewitt Electric Company

Eighth & Grand Streets, Hoboken, N. J.

War Picture

SALES DEPARTMENT

Kindly refer to these initials WCH

Telephone, Hoboken 2066.

November 26th, 1917.

Mr. David W. Griffith,
c/o Hotel Alexandria,
Los Angeles, California.

Dear Mr. Griffith:

Writer saw your Mr. J. J. McCarthy today in reference to your telegram inquiring about Cooper Hewitt and Kliegl lamps for your studio. Of course, we do not make arc lamps but have put him in touch with that Company. Writer attempted to see you when you were in New York a month ago but was unsuccessful, and regrets now that he could not have gone over the question of your lighting fully at that time. You have had so much experience with the Cooper Hewitt lamps in the old days of the Biograph and since that time that there is little that we need add, except to say that we have improved the quality of the manufacture at least 100% and have somewhat lowered the price, in fact, we are the only company that we know of that has not yet raised the price of its product during these days of high prices.

We wired you tonight, as follows:

> "Have seen J. J. McCarthy. We can ship ten days after receipt of order nine Cooper Hewitt skylight banks, eight lamps each complete; seven floor stands, eight lights each; and in twenty days six elevator stands with wings, seventeen lamps each, all for direct current circuits one hundred ten volts, period. Price skylight banks three hundred eighty dollars, floor stands four hundred sixty-five dollars, elevator stands nine hundred sixty-five dollars list, all subject to maximum discount of ten and ten per cent. fob Hoboken. Can make further shipments later. Kindly wire instructions fully Hoboken, New Jersey. The Ince studio, Culver City, uses elevator stands only. The Majestic Studio uses skylight banks and floor stands."

We did not specifically intend to suggest that just nine Cooper Hewitt skylight banks and seven floor stands and six elevator stands with wings would meet your requirements, but that we could make very prompt shipment upon this amount of direct current apparatus. Neither did we intend to convey the idea that this could be had at any time on ten to twenty days' notice, as this is practically all of the apparatus that we have coming through now on which we can make a quick shipment, ~~and~~ but this would be sufficient to light up any reasonable size studio and help out temporarily.

We are sending our latest bulletins under separate cover, together

BETTER THAN DAYLIGHT

with a list of some of the users. Possibly half the studios are noted which are using Cooper Hewitt lamps to a large extent, and we will take great pleasure in adding your name to that list on the next edition.

Our discount of ten and ten per cent. f.o.b. Hoboken is absolutely the very best we can do. We are willing to make reasonable terms of payment based upon our regular lease proposal which we execute with all of our California customers.

We mentioned the Thomas H. Ince studio at Culver City as using elevator stands with wings almost exclusively (we believe they have two floor stands) and Reliance studios who have skylight banks and floor stands only, knowing that you were familiar with or could quickly look over these studios.

At the Universal studio they have perhaps forty elevator stands with wings and Mr. William Sistrom, Manager, I am sure will be glad to show you their equipment, some of which is just now arriving at the coast.

Trusting that you will take this matter up with us by wire if there is an immediate necessity for closing the same, and assuring you that we will ship you only our very latest type of apparatus, giving you our maximum discount and make our promptest shipment, we are

Very truly yours,

William C. Hubbard

General Sales Agent.

WCH/J

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT MAIN OFFICE 608-610 SOUTH SPRING ST., LOS ANGELES.

1917 NOV 27 PM 5 37

1917 NOV 27 PM 5 40

War Picture

A410D 50 BLUE

SI NEWYORK NY 113P 27

A H T BANESHAL 1588

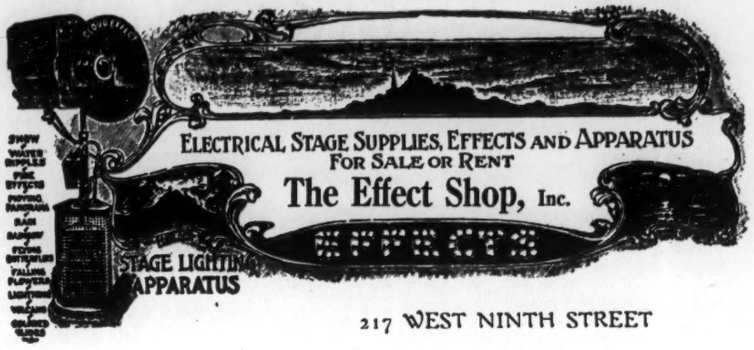
HOTEL ALEXANDRIA LOSANGELES CALIF

I FIRMLY BELIEVE TITLE SUGGESTED WITH THE SITUATION PERFECTLY I WOULD ADVISE USING THE FOLLOWING SUBSTITUTE A STORY OF THE WORLDS TURMOIL THIS ADDITION WOULD ELIMINATE THE FEARS YOU HAVE TO ADD AS YOU SUGGEST DEMOCRACY EUROPE OR LIBERTY IN MY OPINION WOULD REMAIN THE PUNISH BURTON LIGHT NOT AVAILABLE

J J MCCARTHY.

Broadway 5981
Home F 2192

Representative for
Kliegl Stage Apparatus




War Picture

217 WEST NINTH STREET

LOS ANGELES, CAL., Nov. 28 1917

D.W.Griffith Film Co.
Sunset & Hillhurst Sts.
Los Angeles Calibrnia.

Gentlemen:-

We take pleasure in quoting you on Kliegl Apparatus as follows:

10
4

| | | |
|---|---|---|
| 10 - 1015 Klieglights | @150.00 ea | $1500.00 |
| 4 - 2015 Klieglights | @300.00 ea | 1200.00 |
| 4 - 70 Amp Spot Lamps | @ 85.00 ea | 340.00 |
| 2 - 100 amp 8" Spot Lamps | @203.50 ea | 407.00 |
| 36 - 110 volt D.C.Magnet Coils for Klieglights | @ 5.25 ea | 189.00 |
| | | 3636.00 |
| | less 5% | 181.80 |
| | | 3454.20 |
| | Expressage | 263.75 |
| | | $3717.95 |

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

1917 NOV 29

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE 608-610 SOUTH SPRING ST., LOS ANGELES. 1917 NOV 30 PM 4 25

War P.

A352D 50 BLUE

SI NEWYORK NY 425P 30

A H T BANSHAW

1240

HOTEL ALEXANDRIA LOSANGELES CALIF

I CAN SECURE LOAN OF GERMAN MACHINE GUN PROVIDING YOU DO NOT WANT TO FIRE IT KLIEGEL BROTHERS WANT TO KNOW WHAT KINDS OF LIGHTS YOU DESIRE THEY HAVE THREE KINDS NAMELY LILPUT KLIEGEL AND SPOT THEY CAN ONLY MAKE IMMEDIATE DELIVERY ON SECOND HAND LIGHTS THEY HAVE ON HAND

J J MCCARTHY.

Mearah
Wright matter

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Dated, November 30th 1917.

D.W.Griffith (Assigned, D.W.G. Corporation)

In account with EPOCH PRODUCING CORPORATION

| | | |
|---|---|---|
| Net receipts for November, 1917, as per Treasurer's report, | | $12,460.40 |
| Your share, 37½% of net receipts, | | $4,672.65 |

Distribution:

| | | |
|---|---|---|
| D.W.G. Corporation (Assigned) | 60% | $2,803.58 |
| R.E.Aitken (Assigned) | 40% | 1,869.07 |

Mr Griffith

EPOCH PRODUCING CORPORATION

TREASURER'S REPORT FOR NOVEMBER, 1917.

| | | | |
|---|---|---|---|
| Income, Company A | 17,967.76 | | |
| B | 7,576.51 | | |
| C | 8,247.69 | | |
| D | 7,598.16 | | $41,390.12 |
| Rights, Western | 2,564.80 | | |
| Wisconsin | 448.58 | | 3,013.38 |
| Sinking Fund | | | 236.84 |
| Expense, General | 6,319.01 | | |
| Company A, | 7,536.63 | | |
| B | 6,566.41 | | |
| C | 5,965.46 | | |
| D | 5,792.43 | 32,179.94 | 44,640.34 |
| General Company expenses, November | | | 32,179.94 |
| | | Balance | 12,460.40 |
| Less D.W.Griffith royalty, 37½% | | 4,672.65 | |
| " Thomas Dixon " 35% | | 3,115.10 | 7,787.75 |
| | | Net Earnings for November, | $4,672.65 |

War Picture

Dear Mr.Banzhof

After our conversation on the Keystone lot yesterday it occurred to me that, in your conversation anent myself to Mr.Griffith you might mention:

I contributed a whole page to the Sunday Tribune of New York for some time

I have letters of introduction mentioning me as one of the star men of one of the country's largest newspapers.

I was the European manager of the International News Bureau for two years.

I know, virtually,every inch of Europe.

I have a "nose for news" and I know what the city editors will print.

I would liketo give Mr.GRiffith a sample of a real description of a battle scene or a trench scene.

I have waded in blood and been stunk out of the trenches when bullets would not make us budge in the Transvaal campaign 1900-1

AND --- I know how to tell it without nauseating my readers

To tell of the most horrible thing,war,without making you audiences and readers sick or disgusted is the secret of "putting over" a war picture or a war story.

And still- one can be realistic.

It will pay Mr.Griffith to give me a thorough interview.

I refer you to Vance Thompson, Rob Wagner or Mr. Burr locally and can show you in black and white what they think of me otherwhere.

I am a contributor to the RED BOOK, have written about 100 novelettes and short stories and a fifteen episode serial for The American Film co.

I am up on military details, ballistics, local customs,and costumes - for that matter.

I am British, educated( A.B.;M.D.) Christiania,Norway. Age 38.

Know something about the camera, its possibilities and vagaries - about the direction end and the various phases of picture value from the standpoint of the box office.

Telephone me at Hollywood 2800,if you will

Yours cordially

Frederick Bennett

Monday evening.

(Frederick Bennett)

1 Still serene in smiling faith.

2 The battle of smiles and frowns.
The mother's faith that Love will
guide her boy aright.

3 "Love -- Faith -- All rot!
Money's the only thing."

4 Locust Grove Sanctificationist Church --
a little narrow perhaps -- but if we smile
at these quaint people, let it be through
tears of sympathy for from similar strong-
holds of Faith have come the very highest
ideals. Sometimes they do backslide --
but remember, the DREAM is always UPWARD.

5 To the lawless boys -- young and old.
How much worse would you be but for the
simple faith and love of your prayerful
mothers?
So, to these mothers, let us dedicate
this little story.

6 (Lily title)

Faith, Constancy --
These rare jewels
He discovers at last.

New York, N.Y. Dec. 5, 1917.

A. Banzhaf,
Hotel Alexandria,
Los Angeles, Calif.

Sent Fifty thousand note to Garbutt-stop- Your office expected you home yesterday stop Griffiths letters of November ninth and twentieth satisfactory except they omit undertaking that after special bookings the production shall be handled through Artcraft at Distributing charge of thirty five percent-stop- please confirm.

Elek John Ludvich Secy Artcraft
Pic Corpn

Los Angeles, Cal., Dec. 5, 1917

Elek J. Ludvich
Artcraft Picture Corporation
41st Street & 5th Ave.,
New York, N. Y.

Your wire received, Am leaving today and on my arrival New York will take up with you the matter of distributing special picture after same has been played and exploited similar to way Birth of Nation was handled.

Banzhaf

Charge to E.C. Bidwell
617 Fay Bldg.

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT 195 Broadway, N. Y.

War Picture

T 63GSZW 64 NL

LOSANGELES CALIF DEC 10 1917

A H T BANZHAF 8280

NO 2 RECTOR ST NEWYORK

WE HAVE ORDERED FROM KLIEGEL BROTHERS TWO FORTY WEST FIFTIETH STREET NEWYORK THROUGH THEIR LOSANAGELES AGENTS FOLLOWING EQUIPMENT TWENTY SINGLE KLIEGS EIGHT BROADSIDES AND SIX SPOTLIGHTS ORDERS PLACED NOVEMBER THIRTIETH AND DECEMBER THIRD LOCAL AGENTS UNABLE TO GET ANY ADVISE AS TO DATE OF SHIPMENT CAN YOU HASTEN MATTERS THEY NEED NOT WAIT FOR ENTIRE SHIPMENT BUT CAN SHIP AS FAST AS READY REGARDS

E C BIDWELL

946PM

36,844.
.65
184220
221064
$23,948.60

68

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN

LAW OFFICE OF
WALTER N. SELIGSBERG
1459 BROADWAY
NEW YORK

D. W. Griffith
Cor/

DOWN TOWN
SELIGSBERG & LEWIS
55 LIBERTY STREET
NEW YORK

13th December 1917

Albert H. T. Banzhaf Esq.
2 Rector Street
New York City

My dear Banzhaf:

I take pleasure in advising you that the cost of bringing the "Home Sweet Home" negative into this country is reported to me as $312.50. On receipt of your check for this amount, to the order of Western Import Company Inc., I shall be pleased to instruct them to hold the negative at your disposal.

Yours truly

WNS.FL

Walter N. Seligsberg

Mrs. Bidwell.

Form 101 A

# THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

Office DEC 14 TH 1917

M MR BANZHAF

2 RECTOR ST NEW YORK CITY.

Your telegram dated DEC 13 TH to E BIDWELL

LOS ANGELOS CALIF. is undelivered.

Reason: PARTY MOVED ADDRESS UNKNOWN.

4500

If you desire to communicate with this office by telephone in regard to the above message, call RECTOR 3227 and ask for extension No. XXXXXXXX

Changes in the address must be paid for at the usual rates.

C T DONOHOE.

Manager

8-6-17-80,000 (26-8899)
42 C. T.

**Corporations liable to taxation under Article IX-A of the Tax Law should not make this report.**

# This report is NOT to be made before October 31, 1917. When completed MAIL to State Tax Department, Albany, N. Y., to arrive not later than December 15, 1917.

**(SEE PENALTY NOTICE)**

As Treasurer of the DAVID W. GRIFFITH CORPORATION

Company

I make the following report of such Company for the year ending October 31, 1917, pursuant to the provisions of **Section 192**, Chapter 60 of Consolidated Laws:

(1) The last preceding report made by this Company to the State of New York under the provisions of the above acts was for the year ending October 31, 1916.

(2) Organized December 31st, 1913, under the laws of New York

(3) This company began business in the State of New York on December 31st 1913

(4) Authorized capital stock of Company $10,000.

(5) Number of shares of stock *authorized:* **Common** 100 **Preferred** None

(6) Number of shares of stock *issued:* **Common** 100 **Preferred** None

(7) *Par value* of each share: **Common $** 100 **Preferred, $** None

(8) Amount paid into Treasury of Company on each share: **Common, $** 10,000 **Preferred, $** None

(9) Amount of Capital stock issued for cash or property except as in (10) $ None

(10) Amount of Capital stock issued for good will, copyrights, brands, patents, trade-marks. formulæ, services, etc., other than cash or property as in (9) $ 10,000.

**Dividends made or declared during year ending October 31, 1917**

(11) Amount of **common stock** on which dividends were declared $ None

(12) Amount and date of each dividend on **common stock** None

(13) Rate per cent per annum of dividends on **common stock** None

(14) Amount of **preferred stock** on which dividends were declared $ None

(15) Amount and date of each dividend on **preferred stock** None

(16) Rate per cent per annum of dividends on **preferred stock** None

(17) Nature of **business** in State of New York and **how transacted**

Release and sale of motion pictures

(18) (*a*) **Place, street** and **number** where such business is conducted

2 Rector Street, New York City

(*b*) **Where will mail reach the Company?** 2 Rector Street, New York City
(Place, street and number)

(19) Give the exact location where **this corporation** maintained any store, warehouse, factory or place of business outside the State of New York None

(20) Highest **bona fide price** at which stock sold during the year ending October 31, 1917 No sales **Preferred, $** None **Common, $** None

(21) Lowest **bona fide price** at which stock sold during year ending October 31, 1917 No sales **Preferred, $** None **Common, $** None

*All amounts inserted below should be for the year ending October 31, 1917*

**FOREIGN and DOMESTIC corporations must answer all paragraphs 24–37 inclusive. Property classified under paragraph 10, page 1, should not appear below.**

**IN NEW YORK STATE**

(22) Average value of **stock in trade** carried during the year $ 650.00

(23) Average monthly **bank and cash balance** employed during the year $ 1748.39

(24)† Average value of **bills and accounts receivable** during the year $ 1500.00 ~~None~~

(25)* Average cash value of **shares of stocks** of other corporations doing business in the State of New York and owned by this Company during the year $ None

(26)‡ Average value of bonds, loans on call and other financial securities held, used or employed in New York during the year $ None

(27) Average value of all personal property other than heretofore mentioned during the year $ None

(28) Average **gross actual value of real estate** located in the State of New York and owned by this Company during the year $ None

(28a) Average assessed value of above real estate $ None

Location

Location

Location

**OUTSIDE NEW YORK STATE**

(29) Average value of **stock in trade** carried during the year $ 100.00

(30) Average monthly **bank and cash balance** employed during the year $ None

(31)† Average value of **bills and accounts receivable** during the year $ None

(32)* Average cash value of **shares of stocks** of other corporations owned by this corporation where such corporations are doing business wholly without the State of New York $ None

(33)‡ Average value of bonds, loans on call and other financial securities held, used or employed outside the State of New York during the year $ None

(34) Average value of personal property, other than heretofore mentioned during the year $ None

(35) Average **gross actual value of real estate** located **outside** the State of New York and owned by this Company during the year, and where situated $ None

(35a) Average assessed value of above real estate $ None

(In stating location, city or village or town **must be** given, with street and number)

**Total of assets above enumerated located in the State of New York during the year ending October 31, 1917** $ 3898.39 ~~None~~

**Total of assets above enumerated located outside the State of New York during the year ending October 31, 1917** $ 100.00

The word "average" wherever it appears in this report has its plain, ordinary significance; neither the highest amount nor the lowest, but the mean. The same method employed in determining average assets should be used in determining average liabilities.

† Bills and accounts receivable are generally located at the place from which the goods are shipped, provided the corporation there maintains **at its own expense** a place of business, including a store or warehouse. The residence of the debtor is of no importance.

* In answering Nos. 25 and 32, if the assets of the company whose stock is owned by your corporation are employed both "In" and "Outside" New York, an apportionment of your holdings may be made on the basis of employment.

‡ Assets in Nos. 26 and 33 should be considered as located wherever the same are held.

(36) AVERAGE LIABILITIES:

| | |
|---|---|
| Bonds not secured by mortgage, average | $ None |
| Mortgages, average | $ None |
| Bills payable, average | $ None |
| Accounts payable, average | $ None |
| Other liabilities, **not including capital stock, average** as explained below | $ None |
| **Total average liabilities** | $ None |

(37) Percentage of total assets of the Company employed in manufacturing by the Company in the State of New York during the year ending October 31, 1917, and in the sale of the products so manufactured None

(38) Are goods handled by you manufactured for you by others or bought for sale? By others

(39) Do you operate a factory? No If so, where? None

REMARKS

This company owns a negative of a motion picture photoplay the exhibition of which has been practically discontinued.

Officers Names:

David W. Griffith *President,* Albert H. T. Banzhaf *Secretary,*

H. E. Aitken *Vice-President,* Albert H. T. Banzhaf *Treasurer.*

The undersigned, being the Treasurer of the above Company, estimates and appraises the Capital Stock of said Company as follows:

100 shares at thirty-five dollars

cents per share, amounting in the whole to $3,500

100 dollars

**In Witness Whereof,** I have set my hand this 15th day of December, 1917

Treasurer

(*Official title*)

[Over]

Note.— Corporations paying six or more than **six** per centum on their ENTIRE issued capital stock need not appraise their capital stock; all others must appraise.

STATE OF NEW YORK,
County of New York } ss.:

On this 15 day of December A. D. 1917, personally appeared before me, a Notary Public in and for the County of New York, of the above named Company, who, being duly sworn according to law, did depose and say that the foregoing report is just, true and correct and that it includes all dividends of any description declared by said Company during the year ending October 31, 1917, and that he has, according to his best knowledge and belief, appraised the Capital Stock of the Company as provided by statute, at not less than the average price at which it sold and not less than the difference between its assets and liabilities, exclusive of capital stock.

Treasurer

Sworn to before me the day and year aforesaid.

Notary Public.

PENALTY NOTICE

Every corporation, association, joint-stock company, person or partnership failing to make the annual report required by this article, or failing to make any special report required by the commission, within any reasonable time to be specified by the commission shall forfeit to the people of the state the sum of one hundred dollars for every such failure, and the additional sum of ten dollars for each day that such failure continues. (Tax Law, section 197.)

Form 42

# CAPITAL STOCK REPORT

## For Year Ending October 31, 1917, of

No.

DAVID W. GRIFFITH CORPORATION Co.,

Report Due on or before December 15th

Duplicate copy should be kept for your files
All annexed statements must be sworn to thereon.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

**RECEIVED AT**

33CH BF 64NL

LOSANGELES CAL DEC 17-1917

ALBERT H T BANZHAF

2 RECTOR ST NEW YORK

9139

HAVE WIRE FROM MCCARTHY NOT TO PUT OUT PUBLICITY, DO YOU KNOW ABOUT THIS? HAVE HAD NO WORD OF ZUKOR, NOTE ANXIOUS TO GET PICTURE OF GERMAN GUNS IN ACTION FOR PROPOGANDA ENGLISH PICTURE, SEE IF THIS CAN BE FOUND. ALSO IS IT AL RIGHT TO USE A PICTURE FROM THIS POSITIVE I HAVE BOUGHT? WHAT DANGER OF PEOPLE OWNING NEGATIVE MAKING TROUBLE? ANSWER

D W GRIFFITH

355A

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

December 17th 1917

Mr. P. A. Powers,
Treasurer, Universal Film Mfg. Co.,
1600 Broadway,
New York City.

Dear Sir:

Your letter of the 11th inst., addressed to Mr. Griffith, has been handed to me, and I am forwarding the same to Mr. Griffith for his attention, as he is now in California.

Wishing you success in your proposed venture, I am

Very truly yours,

3Mincing Lane

~~10, Coleman Street,~~
London, E.C. 3.

DECEMBER 17th 1917.

D W GRIFFITHS ESQ.

# Dr to Edward S. M. Perowne, & CO

| 1917 | | £. | s. | d. |
|---|---|---|---|---|
| Feb 26 to Dec | To professional charges in relation to the power of Attorney in favour of Mr Albert H.T.Banzhaf of New York to deal with your Majestic Motion Picture Co Stock including attendances upon you at the Savoy and Drury Lane Theatre drawing copying and engrossing document arranging with Notary and attending completing legalising document and despatching same to Mr Banzhaf on your behalf etc.£4.13.8. | 4 | 13 | 8 |
| | To Payments viz:- | | | |
| | Messrs de Pinna & Venn notarial fees 2 11 9 | | | |
| | Letters messengers etc 2 6 | 2 | 14 | 3 |
| | £ | 2 | 7 | 11 |

With Edward S. M. Perowne's Compliments.

Form 2289

# WESTERN UNION

DAYLETTER ~~NIGHT~~ LETTER

GEORGE W. E. ATKINS, VICE-PRESIDENT NEWCOMB CARLTON, PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

SEND the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

DECEMBER 18 1917

D W GRIFFITH HOTEL ALEXANDRIA LOS ANGELES CAL

EPPING ANXIOUS TO KNOW DEFINITELY IF HE SHALL GO WEST ON ACCOUNT PARAMOUNT SITUATION REN WOLF WANTS YOU TO TAKE USUAL SPACE IN CHRISTMAS TELEGRAPH NUMBER BELIEVE THIS ADVISABLE ON ACCOUNT WAR PICTURE ADVISE AT ONCE

BANZHAF

Form 2289

# WESTERN UNION

DAYLETTER ~~NIGHT~~ LETTER DAYLETTER

GEORGE W. E. ATKINS, VICE-PRESIDENT NEWCOMB CARLTON, PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

SEND the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

DECEMBER 18 1917

D W GRIFFITH HOTEL ALEXANDRIA LOSANGELES CALIF

WASHINGTON WISHES TO PASS ON ALL WAR PHOTOGRAPHS BEFORE PUBLICATION AND AT PRESENT INSISTS ON SEEING ALL WAR PICTURES BEFORE RELEASE THEREFORE YOU MAY HAVE TO EXHIBIT YOUR PICTURE TO THEM ON COMPLETION BEFORE EXHIBITION GARBURT HAS NOTE FROM ZUKOR FOR YOU WHICH HE SHOULD DELIVER IMMEDIATELY HAVE BIDWELL GET SAME STRONGLY ADVISE AGAINST USING ANY PART OF GERMAN PICTURE YOU PURCHASED AT COAST ON ACCOUNT POSSIBLE LEGAL COMPLICATIONS AND INJURY TO YOUR PRESTIGE AM ADVISED THAT CONCERN HERE HAS TENTHOUSAND FEET NEGATIVE GERMAN WAR PICTURES WHICH HAS NOT BEEN SOLD IF YOU ARE INTERESTED IN THIS ADVISE AND I WILL ARRANGE TO SEE SAME AND SHIP SUCH PARTS OF POSITIVE WHICH YOU MAY SUGGEST YOU CAN MENTION CHARACTER OF SCENES YOU DESIRE AM WIRING BEFORE ASKING TO SEE SAME TO SAVE TIME CAN YOU NOT MAKE YOUR OWN GERMAN SCENES FOR PICTURE SPEEDY COMPLETION GROWING MORE IMPORTANT DAILY ON ACCOUNT EUROPEAN SITUATION

BANZHAF

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

DEC 20 AM 8

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

**RECEIVED AT**

DE79CH VN100NL

LOSANGELES CALIF DEC 19-17

772

A H T BANZHAF

2 RECTOR ST NEWYORK

MUST HAVE SOME SCENES ALL KINDS ARTILLERY ALSO SOLDIERS MARCHING AND ANY ACTUAL BATTLE SCENES SAVE EXPENSE OF BUILDING GUNS URGENT QUICK WHAT ARE WE TO DO ABOUT PUBLICITY SUPPOSE BEST TO SEND EVERYTHING THROUGH NEWYORK HOWEVER DO NOT THINK IT WISE TO MAKE ANY STATEMENTS AS TO WHO IS TO HANDLE PRODUCTION OF PICTURE DO YOU THINK IT WISE FOR US TO WRITE WASHINGTON FOR INSTRUCTIONS ANSWER IN DETAIL THINK YOU SHOULD GO TO WASHINGTON & MEET PATCHEN IN PERSON BUT AS THOUGH ON SOME OTHER BUSINESS I AM AFRAID OF OTHERS USING NAME TO GET INTO POWER. D W GRIFITH.

8AM

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

DEC 19 PM 3

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

**RECEIVED AT 16 BROAD ST. (STOCK EXCHANGE BLDG.,) N. Y.** ALWAYS OPEN

167CHDW TEN

LOSANGELES CAL 1138A DEC 19TH 1917

A H T BANZHAF

2108

2 RECTOR ST NEWYORK

GARBUTT HAS NOTE FOR FIFTY THOUSAND BUT NO DISPOSITION INSTRUCTIONS

E C BIDWELL

305P

War picture

Davis

December 19th 1917

Mr. David W. Griffith,
Hotel Alexandria,
Los Angeles, Calif.

Dear Mr. Griffith:

I enclose herewith a letter addressed to you by Pat Powers relative to building picture theatres at the request of the War Department at Camp Merritt, Tenafly, N. J.

It would seem to me that it would be very advisable for youto co-operate in this matter on account of the nature of the work. You can please wire me in case you are able to do so.

Very truly yours,

AHTB/R
Enc.

Dhels.

December 19th 1917

State Tax Department,

Albany, N. Y.

Gentlemen:

Enclosed please find capital stock report of the David W. Griffith Corporation for the year ending October 31st 1917.

The report was not mailed sooner for the reason that the writer, the Treasurer of the Corporation, just returned from the Pacific Coast and was the only officer in the city with authority to sign the report.

Very truly yours,

AHTB/A
E

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

David W. G. Conf.

December 19th 1917

Mr. Walter N. Seligsberg,
1459 Broadway,
New York City.

My dear Mr. Seligsberg:

I enclose herewith my check to the order of the Western Import Co. for $312.50, transportation charges for the negative "Home Sweet Home."

Will you kindly have the Western Import Co. send the negative at once to the office of the Epoch Producing Corporation, from which place I can have the same either shipped to the Coast or stored.

Thanking you again for your courtesy in this matter, I remain

Very truly yours,

AHTB/R
Enc.Ck.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

David W. Griffith

December 20th 1917

Mr. David W. Griffith,
Hotel Alexandria,
Los Angeles, Calif.

Dear Mr. Griffith:

Will you kindly sign and remail the enclosed David W. Griffith Corporation checks, the one for $312.50 being in payment for express charges on the negative of "Home Sweet Home" which was reshipped from London to the Western Import Co., and this negative is to be turned over to the David W. Griffith Corporation. The other checks will be held for future use.

Very truly yours,

AHTB/R
Enc.Stpd.Env.

Correspondence

December 20th 1917

Mr. E. C. Bidwell,
c/o Griffith Studios,
4500 Sunset Boulevard,
Los Angeles, Calif.

Dear Mr. Bidwell:

Mr. Roth has received a communication from Brewster that the insurance on the various properties has been cancelled and the fire insurance policies should be returned for the rebate.

I do not know whether you have placed new insurance on this property through Brewster or through another broker. It seems to me that the valuation of the property has been too high, and that it should be reduced to an approximate actual value of the goods insured.

Strict account should be kept of all Wark property used by Mr. Griffith, and a proper charge made therefore against the war picture so that the same may be paid to the Wark. Any property so used by Mr. Griffith belonging to the Wark should be purchased or it can be rented at regular market prices.

Be sure to have all these matters properly recorded and have the insurance properly adjusted.

I gave Bitzer some letters from Brewster, statements, etc., which please procure from him after the Brewster matter has been settled.

Very truly yours,

AHTB/R

December 20th 1917

Mr. G. W. Bitzer,
c/o Griffith Studios,
4500 Sunset Boulevard,
Los Angeles, Calif.

Dear Billy:

We have been carrying fire insurance on Wark property through Brewster from this end. Since that property has been transferred to the Fine Arts studio, the insurance thereon has been cancelled, and Brewster wishes to settle the entire insurance question up. If you already have not done so, will you kindly take with him the correspondence which I left with you and have this matter straightened out so that the same may be off your mind, and then please hand the correspondence which I delivered to you to Bidwell so that he can return the same to me for the Wark files.

Have you been able as yet to look up the checks which you received from Mr. Griffith on account of royalties so that we may straighten this matter out as soon after the first of the year as possible on account of income tax questions.

I Have been advised by a Mr. Harmer that he has a new light owned by the Sunlight Co., Inc., the basic invention of which was owned by Sperry, from one to four of which lights were used by the Lasky people here in New York in the production of Margurite Clark's picture entitled "Seven White Swans" and as he claims great results from these lights, I think it advisable that if you can possibly do so that you see this picture, which I believe will be released in your City during Christmas week. These lights were not exclusively used in the production of the picture, Copper-Hewitts and others having also been used, the number of which I do not know. They claim that their sunbeam and moon scenes were made possible by their new lighting system.

As yet they have no machines for

delievery, but expect to have them within a month or six weeks, and I believe they want $2,000 a piece for them. Harmer also claims that two lights will be more than sufficient for an average size set. I give this information to you for what it may be worth.

Trusting that everything is going along nicely, I remain

Very truly yours,

AHTB/R

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT

DE26CH BGC 12 NL

LOSANGELES CAL DEC 21/17

A H T BANZHAF

8914

20 RECTOR ST NEWYORK NY

TAKE SPACE IN TELEGRAPH ALSO VARIETY MERELY USE D W GRIFFITH PRODUCTIONS

D W GRIFFITH

331A

Is this the bill you said I changed to D.W.G. co.

Check sent Dec 15/ 17

D. W. GRIFFITH
LOS ANGELES
CALIFORNIA

December 21st, 1917

Mr. A. H. T. Banzhaf,
#2 Rector Street,
New York City.

Dear Mr. Banzhaf:

Last winter, just prior to the time Mr. Griffith left the Triangle, Mr. W. E. Keefe, who was then acting as his publicity agent out here, contracted for a full page in the "Motion Picture News", their issue of April 12th, 1917, page 193, the amount of the bill being $88.00. Of course by the time the bill reached this office along in April the Triangle people simply threw it in the waste basket and did not even advise the "Motion Picture News" where they supposed they might be able to collect. The bill is outstanding against the Los Angeles representative, Mr. J.C.Jessen, and of course it should be paid. Under December 6th of this year I wrote to Mr. Roth explaining the matter and asked if I should pay it but have not heard from him. Mr. Jessen is in position to be of considerable service to us in the way of free publicity and this bill should be taken care of.

Very truly yours,

E. E. Bidwell

If this bill should be paid by Mr. G personally, please let me know

20
42
20
12
neg 43
137
pos 105
15
120

War picture

December 22, 1917.

Received from Hippodrome Film Co. 120 feet of positive film, to be shipped to Los Angeles for examination, and 137 feet of negative, subject to examination, and if not accepted to be returned at once.

Paid

G. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

COPY

December 26, 1917.

Gentlemen:

We are much gratified at the cooperation evidenced by the replies we have had to our letter of November 28th.

We hope there will be no shortage of material. We have been able to contract for the supplies needed, but this does not mean that there may not be a shortage owing to the commandeering of chemicals for war purposes, or for other reasons beyond our control. Therefore, anticipating the possibility of shortage, and supplementing our letter of November 28th, we desire to say:

First. If a shortage of raw material is experienced so that we cannot manufacture enough film to fill our orders without the conversion of scrap, we expect to allot to each customer a share in our total production of film from fresh raw materials in the ratio that his purchases of positive film in 1917 bears to our total output of positive film for 1917.

Second. No negative film will be made from wornout print waste: that is to say, we do not anticipate that there will be any shortage on orders for negative film, unless conditions obtain which are more extreme than we now consider probable.

Third. If necessary to make positive film from converted print waste, each customer will receive film of this character in proportion to the amount of useable scrap which he returns to us. For example: if we allot to you in regular product 60% of your orders, and you return to us scrap sufficient to make film for the other 40%, you will receive 100% of your orders; the 40% made from scrap.

Fourth. Film made from scrap referred to in paragraph 3 will be sold as such and distinctly marked to show what it is, and while it will be made according to the very highest rules of manufacture it can not be presumed that it will be the equal of our normal motion picture product in durability, transparency or chemical quality.

Fifth. Further consideration of the problem leads us to the conclusion that it would be best for the present, unless you have proper storage facilities, for you to dispose of your wornout prints as heretofore. We have no facilities at present fitted to cope with the handling and storage of the total quantity of film that will probably be available, and until we can make the proper arrangements for handling, storage and conversion, we cannot accept it. Therefore, do not ship us any of this wornout film scrap at the present time. We will give you definite notice in this matter later when we are in position to handle large quantities.

As we have at present facilities enabling us to store and handle waste perforations of raw film, you may begin shipments of this to us immediately. We will pay for this material until further notice, 30¢ per pound, f.o.b. Rochester, N. Y. We reserve the right to reject any of the material because it is not clean and in fit condition for use, or for any other reason.

Sixth. The perforations must be shipped as "Pyroxylin Plastic Scrap," packed in tight wooden barrels, or in spark-proof wooden boxes, according to the specifications of the Interstate Commerce Commission. Be sure that the packages bear the yellow label, as per enclosed sample, and that the same are marked "Pyroxylin Plastic Motion Picture Film Scrap." EACH BOX OR BARREL MUST BE DISTINCTLY MARKED WITH YOUR NAME SO AS TO ENABLE US TO IDENTIFY SHIPMENTS AND CHECK INVOICES.

Shipments should be addressed to the Eastman Kodak Company, Rochester, N. Y.

The object of this letter is to assure you that we shall do everything possible to maintain our facilities at the maximum and to handle any situation which may arise equitably and fairly with all of our customers. It should be understood, however, that nothing contained herein, or in our previous letter above referred to, is to be taken as binding us to any specific performance.

Very truly yours,

EASTMAN KODAK COMPANY OF NEW JERSEY

Sales Manager
Cinematograph Film Department

SC:CAK

Epoch

Form 2289

# WESTERN UNION

Day Letter ~~NIGHT~~ LETTER

GEORGE W. E. ATKINS, VICE-PRESIDENT — NEWCOMB CARLTON, PRESIDENT — BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

SEND the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

DECEMBER 27 1917

D W GRIFFITH HOTEL ALEXANDRIA LOSANGELES CALIF

EPOCH BOOKING BIRTH BEGINNING NEW YEAR IN FIRST CLASS PICTURE HOUSES THIS PLAN ADOPTED ON ACCOUNT ECONOMY AND NEED FOR FUNDS TO PAY THIS YEARS TAX AND LACK OF TRANSPORTATION FACILITIES FOR EQUIPMENT AS HERETOFORE SHOWN SUGGEST THAT YOU SEE AITKEN IMMEDIATELY PROPOSE THAT MCCARTHY MCSWEEN HANDLE BIRTH SIMILAR TO INTOLERANCE PLAN THIS PLAN WILL SAVE A THOUSANDDOLLARS WEEKLY EXPENSE AS THEY WILL TAKE CARE OF THEIR RENT AND SALAIRES OUT OF THEIR TWENTYFIVE PERCENT AND WILL RELIEVE EPOCH OF ALL EXPENSES EXCEPT OFFICERS AND ROTHS SALARIES PLAN SHOULD BE ADOPTED AT ONCE BANZHAF

Dues, 1918

# ANNUAL REPORT

**Other Companies**

.....

.....

.....

.....

Filed .....day

of .....191

**BASIS OF ASSESSMENT**

Capital Stock, $.....

Tax, $.....

.....

This return MUST be sent addressed to the **Secretary of State, Dover, Del.,** BEFORE THE FIRST TUESDAY IN JANUARY.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART. FILM LIBRARY

Report of D. W. G. CORPORATION

Date of Incorporation May 20 1916

| Officers. | Name. | Address. | Term Expires. |
|---|---|---|---|
| President, | Albert H. T. Banzhaf | 2 Rector St. New York, N.Y. | Jan. 2 1918 |
| Vice-President, | Albert Griffith | 1476 Broadway, New York, N.Y. | Jan. 2 1918 |
| Treasurer, and Secretary, | John A. Barry | 1476 Broadway, New York, N.Y. | Jan. 2 1918 |
| Directors, | Albert H. T. Banzhaf | Same as above | |
| | Albert Griffith | | |
| | John A. Barry | | |

Principal Office in Delaware:—

City or Town, Wilmington,

Street and Number, 400 DU PONT BUILDING, No. 7 W. Tenth St.

Name of Agent in charge upon whom service of process may be made, Corporation Trust Company of America

Places of business outside of Delaware:—

| Towns or Cities. | Streets and Number. |
|---|---|
| Jersey City, New Jersey | 15 Exchange Place |

Date of next Annual Meeting of Stockholders for the election of Directors: Jan. 2 1918

ALL THE FOLLOWING QUESTIONS MUST BE ANSWERED.

1. What is the nature of the business of your corporation? Stock holdings.
2. What is the amount of your capital stock authorized? $2,000,000
3. What is the amount of your capital stock actually paid in? $205,100
4. Is your corporation engaged in manufacturing or mining? No
5. If so, state where.
   A. In Delaware,
      City or Town,
      Street and Number,
   B. In other places state where
      City or Town,
      Street and Number,
6. What is the amount of your capital stock invested in manufacturing or mining in Delaware? $None

7. What is the amount invested in Real Estate in Delaware? $ None

8. Tax annually paid to County on Real Estate in Delaware? $ None

9. Is more than 50 per cent. of your issued capital stock invested in business within the State of Delaware? No

10. Itemize all investments in Delaware?

None

Total, $

11. If exempt from taxation, state the reason why such exemption is claimed? No

12. Is your company actively engaged in business at the present time, or if not when was business suspended?

Actively engaged in business

On this 27th day of December A. D. 1917

I, the undersigned, do hereby certify as President (President or Treasurer) of the D.W.G. CORPORATION Company

that the foregoing return is correct and true. Albert T. Bayles (L. S.)

Address 2 Rector Street, New York, N.Y.

Witness.

The above certificate is made in conformity with the Act of March 10, 1899, and all Acts amendatory thereto, which provides that if any officer of any company required by this Act to make a return, shall in such return make a false statement, he shall be deemed guilty of perjury.

1 Dwl

# Universal Film Manufacturing Co.

TELEPHONE BRYANT 9700 CABLE ADDRESS-UNFILMAN

SIXTEEN HUNDRED BROADWAY

NEW YORK

PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY AND REFER TO _____

Dec. 27th, 1917.

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City.

My dear Mr. Banzhaf,

Mr. Powers is in receipt of your letter of December 17th in which you advise that his letter to Mr. Griffith under date of December 11th has been forwarded to him in California for attention.

Mr. Powers will await his reply, and wishes to thank you for your attention in the matter.

Yours very truly,

Anna Lemmain

AF:RA

Sec. to Mr. Powers

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


**RECEIVED AT**

T1GS WN 91 NL

LOSANGELES CALIF DEC 27 1917

A H T BANZHAF

2 RECTOR ST NEWYORK NY

9210

'NOTE JUST RECEIVED FROM GRABUTT BUT IS DATED DECEMBER FIFTEENTH WHILE CERTIFIED COPY OF RESOLUTION ATTACHED CALLS FOR DECEMBER FIFTH ALSO NOTE SIGNED BY ARTCRAFT PICTURES CORPORATION BY WALTER E GREENE PRESIDENT THIS NOTE NO GOOD TO ME MERELY MEANS THAT I BORROW MONEY FOR WHICH I AM RESPONSIBLE NOTE SHOULD BEAR ZUKORS AND GARBUTTS ENDORSEMENT TO BE OF ANY USE TO ME OUT HERE I ALSO UNDERSTOOD NOTE WAS TO BE FOR SIXTY DAYS INSTEAD OF THEE MONTHS AS IT IS WHAT SHALL I DO ABOUT THIS EXPLAIN IN DETAIL

D W GRIFFITH

310AM

F.-4 CORPORATION

12/27/17

1

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

| 1917 | | | Vou | S'O | | | |
|---|---|---|---|---|---|---|---|
| Dec | 27-17 | CK #34 | | | | | 50 00 |
| | " | " 38 | | | | | 25 00 |
| | " | C.G. Bush - For each Book | 1 | 33 (54) | | 75 | |
| | " | " " " Rubber stamps | 2 | 33 (54) | | 25 | |
| | | | | | | 1 00 | 75 00 |
| | | Bal | | | | 74 00 | |
| | | | | | | 75 00 | 75 00 |
| Dec | 28 | Balance | | | | | 74 00 |
| Jan | 3 (1918) | W. E. Kuhfe Expense To San Francisco | 3 | 37 (256) | | 47 20 | |
| | | | | | | 47 20 | |
| | | Balance | | | | 26 80 | |
| | | | | | | 74 00 | 74 00 |
| Jan | 4 | Balance | | | | | 26 80 |
| | 1/8 | W. E. Kuhfe Telg rec'd cotter | 4 | 34 (255) | | 1 05 | |
| | " | Extra Salaries | 5 | 4 (14) | | 5 00 | |
| | | | | | | 6 05 | 26 80 |
| | | Bal | | | | 20 75 | |
| | | | | | | 26 80 | 26 80 |
| Jan | 9 | Balance | | | | | 20 75 |
| | | Extra Salaries | 6 | 4 (14) | | 5 00 | |
| | | | | | | 5 00 | 20 75 |
| | | Bal | | | | 15 75 | |
| | | | | | | 20 75 | 20 75 |
| Jan | 10 | Balance | | | | | 15 75 |
| | | CK #58 | | | | | 50 00 |
| | | Extra Salaries | 7 | 4 (14) | | 20 00 | |
| | | | | | | 20 00 | 65 75 |
| | | Bal | | | | 45 75 | |
| | | | | | | 65 75 | 65 75 |
| Jan | 11 | Balance | | | | | 45 75 |
| | | May Jones Wardrobe | 8 | 9 (18) | | 1 15 | |
| | | Ex Salaries | 9 | 4 (14) | | 27 50 | |
| | | | | | | 28 65 | 45 75 |
| | | Bal | | | | 17 10 | |
| | | | | | | 45 75 | 45 75 |
| Jan | 12 | | | | | | 17 10 |

| 1918 | | | Vou So | | |
|---|---|---|---|---|---|
| Jan | 12 | Balance | | | 1710 |
| | " | Ck #67 | | | 5000 |
| | " | L.H. Rubber Stamp- | 10 54 | 250 | |
| | " | Extra Salaries | 11 14 | 500 | |
| | | | | 750 | 6710 |
| | | Bal | | 5960 | |
| | | | | 6710 | 6710 |
| Jan | 14 | Bal | | | 5960 |
| | | Extra Salaries | 12 14 | 1000 | |
| | | | | 1000 | 5960 |
| | | Bal | | 4960 | |
| | | | | 5960 | 5960 |
| Jan | 15 | Balance | | | 4960 |
| | | Extra Salaries | 13 14 | 1000 | |
| | | | | 1000 | 4960 |
| | | | | 3960 | |
| | | | | 4960 | 4960 |
| Jan | 16 | Balance | | | 3960 |
| | | Extra Salaries | 14 14 | 500 | |
| | | | | 500 | 3960 |
| | | Bal | | 3460 | |
| | | | | 3960 | 3960 |
| Jan | 17 | Balance | | | 3460 |
| | | Extra Salaries | 15 14 | 500 | |
| | | | | 500 | 3460 |
| | | Bal | | 2960 | |
| | | | | 3460 | 3460 |
| Jan | 18 | Balance | | | 2960 |
| | | Extra Salaries | 16 14 | 1500 | |
| | | | | 1500 | 2960 |
| | | Bal | | 1460 | |
| | | | | 2960 | 2960 |
| Jan | 19 | Balance | | | 1460 |
| | | Ck #76 | | | 5000 |
| | | Extra Salaries | 17 14 | 500 | |
| | | | | 500 | 6460 |
| | | Bal | | 5960 | |
| | | | | 6460 | 6460 |
| Jan | 21 | Balance | | | 5960 |

| | | | | | | Vou No | | | |
|---|---|---|---|---|---|---|---|---|---|
| Jan 21 | Balance | | | | | | | | 59 60 |
| | Extra Salaries | | | | | 18 | 14 4 | 10 00 | |
| | | | | | | | | 10 00 | 59 60 |
| | Bal | | | | | | | 49 60 | |
| | | | | | | | | 59 60 | 59 60 |
| Jan 22 | Balance | | | | | | | | 49 60 |
| | Extra Salaries | | | | | 19 | 14 4 | 20 00 | |
| | | | | | | | | 20 00 | 49 60 |
| | Bal | | | | | | | 29 60 | |
| | | | | | | | | 49 60 | 49 60 |
| Jan 23 | Bal | | | | | | | | 29 60 |
| | Ck #79 | | | | | | | | 100 00 |
| | Extra Salaries | | | | | 20 | 14 4 | 17 50 | |
| | | | | | | | | 17 50 | 129 60 |
| | Bal | | | | | | | 112 10 | |
| | | | | | | | | 129 60 | 129 60 |
| Jan 24 | Balance | | | | | | | | 112 10 |
| | Extra Salaries | | | | | 21 | 14 4 | 35 00 | |
| | | | | | | | | 35 00 | 112 10 |
| | Bal | | | | | | | 77 10 | |
| | | | | | | | | 112 10 | 112 10 |
| Jan 25 | Balance | | | | | | | | 77 10 |
| | Ck #80 | | | | | | | | 100 00 |
| | Extra Salaries | | | | | 22 | 14 4 | 5 00 | |
| | | | | | | | | 5 00 | 177 10 |
| | Bal | | | | | | | 172 10 | |
| | | | | | | | | 177 10 | 177 10 |
| Jan 26 | Balance | | | | | | | | 172 10 |
| | L. H. Rubber Stamp | | | | | 23 | 54 33 | 25 | |
| | Extra Salaries | | | | | 24 | 14 4 | 25 00 | |
| | | | | | | | | 25 25 | 172 10 |
| | Bal | | | | | | | 146 85 | |
| | | | | | | | | 172 10 | 172 10 |
| Jan 28 | Balance | | | | | | | | 146 85 |
| | W. E. Kirk Lunch | | | | | 25 | 234 23 | 5 95 | |
| | " " " For Prop | | | | | " | 315 7 | 1 00 | |
| | Extra Salaries | | | | | 26 | 14 4 | 85 00 | |
| | | | | | | | | 91 95 | 146 85 |
| | Bal | | | | | | | 54 90 | |
| | | | | | | | | 146 85 | 146 85 |
| Jan 29 | Balance | | | | | | | | 54 90 |

| | | | Vou | Fo | | |
|---|---|---|---|---|---|---|
| Jan | 29 | Balance | | | | 5490 |
| | | Ck # 95 | | | | 10000 |
| | | W. E. Kirk Lunches | 27 | 23 | 535 | |
| | | Extra Salaries | 28 | 14 4 | 500 | |
| | | | | | 1035 | 15490 |
| | | Bal | | | 14455 | |
| | | | | | 15490 | 15490 |
| Jan | 30 | Balance | | | | 14455 |
| | | W. E. Kirk Location | 29 | 235 24 | 500 | |
| | | " " " | 1 | 234 23 | 655 | |
| | | " " " | " | 315 7 | 30 | |
| | | Extra Salaries | 30 | 14 4 | 1000 | |
| | | | | | 2185 | 14455 |
| | | Bal | | | 12270 | |
| | | | | | 14455 | 14455 |
| Jan | 31 | Balance | | | | 1227 |
| | | Ck #96 | | | | 5000 |
| | | W. E. Kirk Location | 31 | 235 24 | 200 | |
| | | " " " Lunches | " | 234 23 | 420 | |
| | | May Jones For rent of sewing machine | 32 | 18 8 | 200 | |
| | | " " Dorothy Gish Gown | 33 | 18 10 | 470 | |
| | | Extra Salaries | 34 | 14 4 | 2000 | |
| | | | | | 3290 | 6227 |
| | | Bal | | | 58980 | |
| | | | | | 62270 | 62 |
| Feb | 1st | Balance | | | | 589 |
| | | Ck #98 | | | | 50 |
| | | E. H. Hastings Bills with voucher | 35 | 238 20 | 319 | |
| | | Extra Salaries | 36 | 14 4 | 1000 | |
| | | | | | 1319 | 639 |
| | | Bal | | | 62661 | |
| | | | | | 63980 | 639 |
| Feb | 1 | Balance | | | | 626 |

| | | | Vou | Do | | |
|---|---|---|---|---|---|---|
| Feb | 2 | Balance D.O.U.S 6.11.2 45 | | | | 62661 |
| " | 6 | Hemstitching Done by May Jones | 37 18 10 | | 75 | |
| " | " | Extra Salaries | 38 14 4 | | 1750 | |
| | | Bal | | | 18 25 | 62661 |
| | | | | | 60836 | |
| | | | | | 62661 | 62661 |
| Feb | 7 | Balance | | | | 60836 |
| | " | Extra Salaries | 39 14 4 | | 4750 | |
| | | Bal | | | 47 50 | 60836 |
| | | | | | 56086 | |
| | | | | | 60836 | 60836 |
| Feb | 8 | Balance | | | | 56086 |
| | " | W E Kipe - Cigars and Lunch for Props | 40 315 7 | | 550 | |
| | " | " " " Location outside Production | " 235 24 | | 400 | |
| | " | " " " Lunches | " 234 23 | | 475 | |
| | " | Extra Salaries | 41 14 4 | | 1800 | |
| | | Bal | | | 3 25 | 56086 |
| | | | | | 52861 | |
| | | | | | 56086 | 56086 |
| Feb | 9 | Balance | | | | 52861 |
| | | H. H. Beach - For service working overtime | 42 53 32 | | 5 60 | |
| | | E. Corrigan Bill attached | 43 315 7 | | 210 | |
| | | Ex Salaries | 44 14 4 | | 2750 | |
| | | Bal | | | 3460 | 52861 |
| | | | | | 49401 | |
| | | | | | 52861 | 52861 |
| Feb | 11 | Balance | | | | 49401 |
| " | " | W. E Kipe Lunches and Location | 45 234 23 | | 1285 | |
| | " | " " " " | " 235 24 | | 750 | |
| | " | R. M. De Lacy car Fare Pictures etc | 46 315 7 | | 1275 | |
| | " | Extra Salaries | 47 14 4 | | 2000 | |
| | | Bal | | | 5310 | 49401 |
| | | | | | 44091 | |
| | | | | | 49401 | 49401 |
| " | 12 | Balance | | | | 44091 |

| | | | Vou No. | | | |
|---|---|---|---|---|---|---|
| Feb | 12 | Balance | | | | 44091 |
| | | Lunches ~ W. E. Kife | 234 48 23 | | 8400 | |
| | | Extra Salaries W. E. Kife Frisco | 14 49 4 | | 7950 | |
| | | W. E. Kife Location and outside Production | 235 50 24 | | 9415 | |
| | | " " " Auto Hire in Frisco | 231 51 15 | | 4450 | |
| | | Extra Salaries | 14 52 4 | | 2500 | |
| | | Bal | | | 37715<br>11376 | 44091 |
| | | | | | 44091 | 44091 |
| Feb | 13 | Balance | | | | 11376 |
| | | Ck #189 | | | | 10000 |
| | | Extra Salaries | 14 53 4 | | 1000 | |
| | | Bal | | | 1000<br>20376 | 21376 |
| | | | | | 21376 | 21376 |
| Feb | 14 | Balance | | | | 2037 |
| | | Extra Salaries | 14 54 4 | | 3500 | |
| | | Bal | | | 3500<br>16876 | 2037 |
| | | | | | 20376 | 2037 |
| 2/15 | | Bal | | | | 1687 |
| | | Extra Salaries | 14 55 4 | | 1500 | |
| | | Bal | | | 1500<br>15376 | 1687 |
| | | | | | 16876 | 1687 |
| 2/16 | | Bal | | | | 1537 |
| | | Dutch on Location | 234 56 23 | | 435 | |
| | | " " " " | 235 " 24 | | 700 | |
| | | " " " " | 14 " 4 | | 300 | |
| | | Extra Salaries | 14 57 4 | | 1750 | |
| | | Bal | | | 3185<br>12191 | 1537 |
| | | | | | 15376 | 1537 |
| 2/18 | | Bal | | | | 1219 |
| | | Ck #236 | | | | 1500 |
| | | Bal | | | | 2219 |

Ford

| | | Vou No | | | |
|---|---|---|---|---|---|
| 2/18 | Bal | | | | 27191 |
| | Ck # 236 | | | | 15000 |
| | W.E. Kelly – Trips To Frisco | 58 235 24 | | 4150 | |
| | Hector | " 315 7 | | 125 | |
| | Ex Salaries | " 14 4 | | 500 | |
| | Lunches | " 234 23 | | 1090 | |
| | Auto Hire | " 231 15 | | 4500 | |
| | Ex Salaries | 59 14 4 | | 500 | |
| | | | | 10865 | 27191 |
| | Bal | | | 16326 | |
| | | | | 27191 | 27191 |
| 2/19 | Balance | | | | 16326 |
| | Ex Salaries | 60 14 4 | | 3000 | |
| | | | | 3000 | 16326 |
| | Bal | | | 13326 | |
| | | | | 16326 | 16326 |
| 2/20 | Balance | | | | 13326 |
| | Ex Salaries | 61 14 4 | | 2550 | |
| | | | | 2550 | 13326 |
| | Bal | | | 10776 | |
| | | | | 13326 | 13326 |
| 2/21 | Balance | | | | 10776 |
| | R.M. McLaury | 62 227 12 | | 40 | |
| | Ex Salaries | 63 14 4 | | 1750 | |
| | | | | 1790 | 10776 |
| | Bal | | | 8986 | |
| | | | | 10776 | 10776 |
| 2/22 | Bal | | | | 8986 |
| | H Dutch | 64 315 7 | | 340 | |
| | Ex Salaries | 65 14 4 | | 2250 | |
| | | | | 2590 | 8986 |
| | Bal | | | 6396 | |
| | | | | 8986 | 8986 |
| 2/23 | Balance | | | | 6396 |
| | Ck # 287 | | | | 20000 |
| | H Dutch Windshield for Tommy's Auto | 66 230 | | 425 | |
| | Food for Dec To Dutch | 66 25 | | 125 | |
| | Ex Salaries | 67 14 | | 8000 | |
| | | | | 8550 | 26396 |
| | | | | 17846 | |
| | | | | 26396 | 26396 |

Bros Fro

| | | | | |
|---|---|---|---|---|
| 7/25 Bal | | | | 17846 |
| Jan $25.00 | | | | |
| E. Rush Overtime for Week 7/23-18 | 68 53 | | 500 | |
| Ex Salaries | 69 14 | | 2750 | |
| | | | 3250 | 17846 |
| Bal | | | 14596 | |
| | | | 17846 | 17846 |
| 7/26 Balance | | | | 14596 |
| R. M. St Lacey - 1 Book & Carbon | 70 37 19 | | 55 | |
| " " " 2 Monthly Cards | 70 215 | | 350 | |
| E. H. Hastings Ex from Trans | 71 256 | | 207 | |
| Ex Salaries | 72 14 | | 4000 | |
| | | | 4617 | 14596 |
| Bal | | | 9984 | |
| | | | 14596 | 14596 |
| 7/27 Bal | | | | 998 |
| Ck # 289 | | | | 2000 |
| Extra Salaries | 73 14 | | 7500 | |
| | | | 7500 | 2998 |
| Bal | | | 22484 | |
| | | | 29984 | 2998 |
| 7/28 Balance | | | | 224 |
| Ex Salaries | 74 14 | | 7000 | |
| | | | 7000 | 224 |
| Bal | | | 15484 | |
| | | | 22484 | 224 |
| 7/1 Bal | | | | 154 |
| M. E. Kife - Lunch - | 75 234 | | 1380 | |
| Ex Salaries | 76 14 | | 4000 | |
| | | | 5380 | 154 |
| Bal | | | 10104 | |
| | | | 15484 | 154 |
| 7/2 Bal | | | | 107 |
| Ck # 348 | | | | 1000 |
| May Jones Rental of Furn | 77 18 | | 1000 | |
| Ex Salaries | 78 14 | | 9250 | |
| | | | 10250 | 2010 |
| Bal | | | 9854 | |
| | | | 20104 | 2010 |
| 7/4 Bal | | | | 985 |

Vou 30

| | | | | | | |
|---|---|---|---|---|---|---|
| 1918 | 3/4 | Bal | | | | 9854 |
| | | Ck # 350 | | | | 20000 |
| | | R. M. DeLacy | 79 215 | | 1130 | |
| | | Extra Datarius | 80 14 | | 1000 | |
| | | | | | 21 30 | 29854 |
| | | Bal | | | 27724 | |
| | | | | | 29854 | 29854 |
| | 3/5 | Balance | | | | 27724 |
| | | Extra Datarius | 81 14 | | 1000 | |
| | | | | | 1000 | 27724 |
| | | Bal | | | 26724 | |
| | | | | | 27724 | 27724 |
| | 3/6 | Balance | | | | 26724 |
| | | Ex Datarius | 82 14 | | 3750 | |
| | | | | | 3750 | |
| | | Bal | | | 22974 | 26724 |
| | | | | | 26724 | 26724 |
| | 3/8 | Balance | | | | 22974 |
| | | Ex Datarius | 83 14 | | 3000 | |
| | | | | | 3000 | 22974 |
| | | Bal | | | 19974 | |
| | | | | | 22974 | 22974 |
| | 3/9 | Balance | | | | 19974 |
| | | Extra Datarius | 84 14 | | 6000 | |
| | | | | | 2000 | |
| | | Bal | | | 13974 | |
| | | | | | 19974 | 19974 |
| | 3/11 | Balance | | | | 13974 |
| | 3/12 | | | | | 13974 |
| | | Ex Datarius | 85 14 | | 3000 | |
| | | | | | 3000 | |
| | | | | | 10974 | |
| | | | | | 13974 | 13974 |
| | 3/13 | Bal | | | | 10974 |
| | | Ck # 396 | | | | 10000 |
| | | " 397 | | | | 10000 |
| | | H Dutch | 86 212 | | 25 | |
| | | | " 215 | | 205 | |
| | | Ex Datarius | 87 14 | | 8600 | |
| | | | | | 8830 | |
| | | | | | 22144 | 30974 |
| | | | | | 30974 | 30974 |
| | 3/14 | Bal | | | | 22144 |

| | | Vou No | | |
|---|---|---|---|---|
| 3/14 | Bal | | | 22144 |
| | Extra Salaries | 88 14 | 7300 | |
| | | | 14844 | 22144 |
| | | | 22144 | |
| 3/15 | Bal | | | 14844 |
| | Ck #399 | | | 40000 |
| | Extra Salaries | 89 14 | 7400 | |
| | | | 7400 | |
| | Bal | | 47444 | 54844 |
| | | | 54844 | 54844 |
| 3/16 | Bal | | | 47444 |
| | Ex Salaries | 90 14 | 39850 | |
| | | | 39850 | |
| | Bal | | 7594 | |
| | | | 47444 | 47444 |
| 3/18 | Bal | | | 7594 |
| | Ck No 4485 | | | 20000 |
| | Extra Salaries | 91 14 | 8850 | |
| | | | 8850 | 27594 |
| | Bal | | 18744 | |
| | | | 27594 | 27594 |
| 3/19 | Balance | | | 18744 |
| | Extra Salaries | 92 14 | 1750 | |
| | | | 1750 | |
| | Bal | | 16994 | 18744 |
| | | | 18744 | 18744 |
| 3/20 | Balance | | | 16994 |
| | Ck 447 | | | 10000 |
| | P J Shiers - Powder Trip | 93 2157 | 500 | |
| | W E Kirk Lumber | 94 234 | 1100 | |
| | E V K Location | v 235 | 1400 | |
| | Extra Salaries | 95 14 | 4800 | |
| | | | 4800 | |
| | Bal | | 19194 | 26994 |
| | | | 26994 | 26994 |
| 3/21 | Bal | | | 19194 |

Brot Fwd

| | | Acc No | | |
|---|---|---|---|---|
| 3/21 | Balance | | | 19194 |
| | Geo. H. O'Donnell Electric Steam and 4/5-18 | 96 256 | 500 | |
| | Lillian Clark for Damaged Sweater | 97 318 | 1000 | |
| | | | 1500 | 19194 |
| | Bal | | 17694 | |
| | | | 19194 | 19194 |
| 3/22 | Balance | | | 17694 |
| | H. Dutch For props | 98 215 | 193 | |
| | Extra Salaries | 99 14 | 3000 | |
| | | | 3193 | |
| | Bal | | 14501 | |
| | | | 17694 | 17694 |
| 3/23 | Balance | | | 14501 |
| | Mr Newman Electrician omitted 3/23rd-18 | 100 19 | 500 | |
| | Extra Salaries | 101 14 | 600 | |
| | | | 1100 | |
| | Bal | | 13401 | 14501 |
| | | | 14501 | 14501 |
| 3/25 | Balance | | | 13401 |
| | Ck # 484 | | | 10000 |
| | Extra Salaries | 102 14 | 6400 | |
| | | | 6400 | |
| | Bal | | 17001 | 23401 |
| | | | 23401 | 23401 |
| 3/27 | Bal | | | 17001 |
| | H. Dutch | 103 215 | 25 | |
| | D. Koster | 104 215 | 75 | |
| | | | 100 | |
| | Bal | | 16901 | 17001 |
| | | | 17001 | 17001 |
| 3/28 | Balance | | | 16901 |
| | P. J. O'Brien | 105 215H | 500 | |
| | | | 500 | |
| | Bal | | 16401 | 16901 |
| | | | 16901 | 16901 |
| 3/29 | Balance | | | 16401 |

| | | Vou No | | |
|---|---|---|---|---|
| 3/29 | Bal | | | 16401 |
| | W E Kife | 108 234 | 230 | |
| | " " " | " 230 | 348 | |
| | " " " | 109 234 | 900 | |
| | " " " | " 235 | 1500 | |
| | Ex Salaries | 108 14 | 500 | |
| | | | 3478 | |
| | Bal | | 12923 | |
| | | | 16401 | 16401 |
| 3/30 | Bal | | | 12923 |
| | CK 519 | | | 20000 |
| | W E Kife | 109 235 | 200 | |
| | Ex Salaries | 110 14 | 2600 | |
| | | | 2800 | 32923 |
| | Bal | | 10123 | |
| | | | 32923 | 32923 |
| 4/6 | Bal | | | 10123 |
| | Edgar Scott | 111 23 | 180 | |
| | | | 180 | |
| | Bal | | 9943 | |
| | | | 10123 | 10123 |
| 4/9 | Bal | | | 9943 |
| 4/12 | CK # 605 | | | 500 |
| ✓ | Extra Salaries | 112 14 ✓ | 3500 | |
| | | | 3500 | |
| | Bal | | 11443 | 14943 |
| | | | 14943 | 14943 |
| 4/17 | Bal | | | 11443 |
| | Ex Salaries | 113 14 | 2350 | |
| | W E Kife | 114 234 | 260 | |
| | CK 607 | | | 2000 |
| | ✓ 608 | | | 1000 |
| | ✓ 610 | | | 1000 |
| | | | 2610 | |
| | | | 27683 | 51443 |
| | | | 51443 | 51443 |
| 4/19 | Bal | | | 27683 |

Ou So

| | | | | | |
|---|---|---|---|---|---|
| Brot Fwd | 4/19 | Bal | | | 27683 |
| | | Ex Salaries | 115 14 | 9150 | |
| | | | | 9150 | |
| | | Bal | | 18533 | |
| | | | | 27683 | 27683 |
| | 4/20 | Bal | | | 18533 |
| | | E Corrigan | 116 15 | 565 | |
| | | Ex Salaries | 117 14 | 3750 | |
| | | | | 4315 | |
| | | Bal | | 14218 | |
| | | | | 18533 | 18533 |
| | 4/22 | Bal | | | 14218 |
| | | Post Master | 118 54 | 600 | |
| | | Ex Salaries | 119 14 | 3300 | |
| | | | | 3900 | 14218 |
| | | Bal | | 10318 | |
| | | | | 14218 | 14218 |
| | 4/27 | Bal | | | 10318 |
| | 4/30 | Ck #649 | | | 4000 |
| | 5/1 | Dan Patterson | 120 239 | 32 | |
| | | Chas Whitney | 121 234 | 1035 | |
| | | W H Kuge | 122 239 | 2675 | |
| | | " " " | " 231 | 2500 | |
| | | " " " | " 234 | 1005 | |
| | | | | 7447 | 14318 |
| | | Bal | | 7071 | |
| | | | | 14318 | 14318 |
| | 5/2 | Bal | | | 7071 |
| | 5/6 | J J Barry | 123 256 | 3960 | |
| | | | | 3960 | |
| | | | | 3111 | |
| | | | | 7071 | 7071 |
| | 5/7 | Bal | | | 3111 |
| | | Ck 659 | | | 5000 |
| | 5/10 | W H Kuge | 124 239 | 475 | |
| | | | | 475 | 8111 |
| | | | | 7636 | |
| | | | | 8111 | 8111 |
| | | Bal | | | 7636 |
| Fwd | 5/11 | | | | |

Fwd

| | | | | | |
|---|---|---|---|---|---|
| Bal | 5/11 | Ex Salaries | 125 14 | | 7636 |
| | | | 125 14 | 300<br>300<br>7336 | |
| | | | | 7636 | 7636 |
| | 5/13 | Bal | | | 7336 |
| | | J. Lee | 126 234 | 85 | |
| | | Ex Salaries | 127 14 | 500<br>585<br>6751 | |
| | | | | 7336 | 733 |
| | 5/16 | Bal | | | 675 |
| | 5/25 | Ex Salaries | 128 14 | 500<br>500<br>6251 | |
| | | | | 6751 | 675 |
| | 5/27 | Bal | | | 625 |
| | 5/31 | W E Kife | 129 231 H | 5410<br>5410<br>841 | |
| | | | | 6251 | 625 |
| | 6/1 | Bal ~ Closed | | | 84 |
| | 7/18 | EK 723 | 130 | | 30 |
| | | Extra Salaries | 130 14 | 300 | |

Form 2289

# WESTERN UNION

# NIGHT LETTER

GEORGE W. E. ATKINS, VICE-PRESIDENT NEWCOMB CARLTON, PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

SEND the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

DECEMBER 28 1917

D W GRIFFITH HOTEL ALEXANDRIA LOSANGELES CALIF

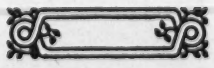
ARTCRAFT NOTE TO YOU IS MADE TO PAY ITS INDEBTEDNESS FOR SUMS ADVANCED BY YOU NOTE SHOULD BE DISCOUNTED BY GARBUTT THROUGH HIS BANK AT NOT MORE THAN SIX PERCENT DISCOUNT THEREFORE YOU SHOULD RECEIVE FACE AMOUNT OF NOTE NOTE WILL BE PAID BY ARTCRAFT ON DUE DATE IF NOT SO PAID YOU WILL BE PERSONALLY LIABLE AS INDORSER TO BANK FOR SAID AMOUNT BUT YOU HOLD NEGATIVE AND PICTURE AS COLLATERAL SECURITY FOR PAYMENT OF SAME IF GARBUTT WILL NOT DISCOUNT NOTE AT REGULAR RATE THEN ARTCRAFT MUST PAY YOU CASH NOTE IS TAKEN FOR THEIR ACCOMODATION AND ONLY UPON CONDITION THAT SAME CAN BE DISCOUNTED SO YOU CAN RECEIVE FACE AMOUNT THEREOF IMMEDIATELY SHOW THIS WIRE TO GARBUTT DATE OF NOTE NEED NOT BE SAME AS RESOLUTION AUTHORIZING SAME

BANZHAF

# FOREMOST PICTURE DIRECTORS

## Compliments of the Season

# D. W. GRIFFITH



## D. W. GRIFFITH ATTRACTIONS

December 29th, 1917

Mr. Sol Lesser,
Golden Gate Avenue,
San Francisco, California

Dear Sir:

Would accept $35,000.00 outright, "Intolerance", for Ohio. Advise.

Very truly yours,

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


**RECEIVED AT**

93CH 19 NL

H LOS ANGELES CALIF 29

1917 DEC 30 AM 4 46

ALBERT GREY 8694

CARE A H T BANZHAF 2 RECTOR ST NEW YORK NY

SUPPOSE IT IS ALL RIGHT FOR YOU TO COME WEST IF YOU THINK YOU CAN BE OF ANY SERVICE

D W GRIFFITH.

---

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

Form 1207

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

DECEMBER 31 1917 191

To ALBERT GRIFFITH LAGRANGE KENTUCKY

Street and No. FOLLOWING IS MESSAGE RECEIVED TODAY QUOTE

Place SUPPOSE IT IS ALL RIGHT FOR YOU TO COME WEST

IF YOU THINK YOU COULD BE OF ANY SERVICE END QUOTE THINK IT ADVISABLE FOR YOU TO GO BEST REGARDS TO ALL

BANZHAF

SENDER'S ADDRESS FOR ANSWER

SENDER'S TELEPHONE NUMBER

A

# EPOCH PRODUCING CORPORATION

## STATEMENT OF ASSETS AND LIABILITIES

* * * * *

DECEMBER 31, 1917

PRICE, WATERHOUSE & CO.
54 WILLIAM STREET
NEW YORK

A

# EPOCH PRODUCING CORPORATION

## STATEMENT OF ASSETS AND LIABILITIES

December 31, 1917.

**Assets:**

| | | | |
|---|---|---|---|
| Due from field companies | | 5,136.16 | |
| W. H. Kemble | | 642.00 | |
| W.N. Seligsberg | | 100.00 | |
| G.C. Smith | | 1,200.00 | |
| | | | $7,078.15 |
| Inventory, used film and equipment | | | 30,000.00 |
| Cash | | | 18,942.78 |
| | | | 56,020.93 |

**Liabilities:**

| | | | |
|---|---|---|---|
| Capital stock | | 110,000.00 | |
| Paid in surplus | | 280.00 | |
| Surplus, January 1, 1917 | | 46,669.14 | |
| Profit 1917 | 20,361.96 | | |
| Less Federal tax | 10,027.94 | 10,334.02 | |
| | | 167,283.16 | |
| Dividends paid in 1917, including $74,996.84 return of capital | | 132,000.00 | |
| Balance of investment | | | 35,283.16 |
| Accounts payable: | | | |
| T. Dixon | | 4,277.78 | |
| D.W. Griffith | | 6,416.66 | |
| A.L. Grey | | 15.39 | 10,709.83 |
| Federal taxes accrued for 1917 | | | 10,027.94 |
| | | | 56,020.93 |

# EPOCH PRODUCING CORPORATION

## OPERATING ACCOUNT

## MARCH 1, 1915 to DECEMBER 31, 1917.

| | Mar. 1, 1915 to Dec. 31, 1916 | | Year 1917 | |
|---|---|---|---|---|
| Earnings: | | | | |
| Companies in | | | | |
| U.S.A. | 3,258,701.83 | | 750,670.18 | |
| England | 180,248.60 | | 63,619.69 | |
| Australia | 65,794.36 | | 42,352.85 | |
| South America | 36,286.06 | | ... | |
| Territorial rights sold | 388,916.70 | | 52,663.52 | |
| Music, etc. | 370.80 | | 123.82 | |
| | | $3,930,318.35 | | 909,430.06 |
| Cost of operation | | | | |
| Cost of film, etc., as below | 105,377.77 | | 51,626.66 | |
| Company expenses | | | | |
| U.S.A. | 1,660,433.61 | | 421,544.30 | |
| England | 153,125.95 | | 54,114.48 | |
| Australia | 59,237.85 | | 42,105.24 | |
| South America | 50,109.64 | | ... | |
| General expenses | 255,802.95 | | 126,187.44 | |
| | | 2,284,087.77 | | 695,578.12 |
| Net earnings | | 1,646,230.58 | | 213,851.94 |
| Royalty | | | | |
| D.W. Griffith | 567,036.87 | | 116,093.98 | |
| T. Dixon | 378,024.57 | | 77,396.00 | |
| | | 945,061.44 | | 193,489.98 |
| Net profit before providing for excess profit tax | | 701,169.14 | | 20,361.96 |

### Cost of film and accessories

| | | |
|---|---|---|
| Total cost, March 1, 1915 to December 31, 1916, less sales | | $213,853.51 |
| Inventory, December 31, 1916 | | 108,475.74 |
| Cost as above | | 105,377.77 |
| Inventory brought down January 1, 1917 | | 108,475.74 |
| Sales, in excess of purchases | $26,849.08 | |
| Inventory, December 31, 1917 | 30,000.00 | 56,849.08 |
| Cost as above | | 51,626.66 |

EPOCH PRODUCING CORPORATION

ROYALTY ACCOUNT

December 31, 1917.

. . . . . .

Net profit to December 31, 1917:

| | | |
|---|---|---|
| Actually credited to D.W. Griffith | | 683,130.85 |
| do T. Dixon | | 455,420.57 |
| do Company | | 721,531.10 |
| Total | | 1,860,082.52 |
| Amount not yet liquidated: | | |
| Accounts receivable | $7,078.15 | |
| Film | 30,000.00 | 37,078.15 |
| Amount liquidated | | 1,823,004.37 |
| | | 1,860,082.52 |

Royalty - should be credited -

| | |
|---|---|
| 25% to T. Dixon | 455,751.10 |
| 37½% " D.W. Griffith | 683,626.65 |
| 37½% Balance to company | 683,626.62 |
| | 1,823,004.37 |

The additional mounts shown as due to the royalty accounts (T. Dixon $330.53, D.W. Griffith $495.80) may be taken up in January. If, however, you think that the excess profit tax, assessed only upon the company's proportion, should be treated as an expense chargeable against the income, subject to royalty, the amount should be distributed as a charge to -

(1) D.W. Griffith 37½%
(2) T. Dixon 25%
Balance, 37½%, to remain as company expense.

EPOCH PRODUCING CORPORATION

INVESTED CAPITAL, TAXABLE PROFIT
AND ESTIMATED TAX RESERVE

DECEMBER 31, 1917

(Tax may be slightly modified by rulings
as to averaging of capitals).

| | | Dividends | |
|---|---|---|---|
| Capital - January 1, 1917 | | | 156,949.14 |
| January | | 16,500.00 | 140,449.14 |
| February | | 22,000.00 | 118,449.14 |
| March | | 16,500.00 | 101,949.14 |
| April | | 22,000.00 | 79,949.14 |
| May | | 11,000.00 | 68,949.14 |
| June | | 22,000.00 | 46,949.14 |
| July | | ... | 46,949.14 |
| August | | ... | 46,949.14 |
| September | | ... | 46,949.14 |
| October | | 11,000.00 | 35,949.14 |
| November | | 11,000.00 | 24,949.14 |
| December | | ... | 24,949.14 |
| Total | | 132,000,00 | $940,338.82 (13 terms) |
| Average | | | 72,333.75 |
| Add - Proportion of 1917 earnings absorbed in dividends (one month) | | | 1,696.83 |
| Average capital | | | 74,030.58 |
| Profit, per books | $20,361.96 | | |
| Income tax paid in 1917, not allowed as deduction | 9,692.03 | | |
| | $30,053.99 | | |

| | | | Rate | Tax Amount |
|---|---|---|---|---|
| 15% of capital | | 11,105.11 | | |
| 8% | 5,922.47 | | free | |
| Allow | 3,000.00 | | " | |
| Balance | 2,182.64 | | 20% | 436.52 |
| 5% | | 3,701.53 | 25% | 925.37 |
| 5% | | 3,701.53 | 35% | 1,295.52 |
| 8% | | 5,922.47 | 45% | 2,665.09 |
| Balance | | 5,623.35 | 60% | 3,374.00 |
| | | 30,053.99 | | 8,696.50 |
| | | 8,696.50 | | 1,281.44 |
| | | | | 50.00 |
| Add, to cover contingencies | | 21,357.49 | 6% | 10,027.94 |

# EPOCH PRODUCING COMPANY

## STATEMENT OF ASSETS AND LIABILITIES

## DECEMBER 31, 1917

* * * * *

**Assets:**

| | | |
|---|---|---|
| Due from field companies | $ 5,136.15 | |
| W. H. Kemble | 642.00 | |
| W. N. Seligsberg | 100.00 | |
| G. C. Smith | 1,200.00 | |
| | | $ 7,078.15 |
| Inventory, used film and equipment | | 30,000.00 |
| Cash | | 18,942.78 |
| | | $56,020.93 |

**Liabilities:**

| | | | |
|---|---|---|---|
| Capital stock | | $110,000.00 | |
| Paid in surplus | | 280.00 | |
| Surplus, January 1, 1917 | | 46,669.14 | |
| Profit, 1917 | $20,361.96 | | |
| Less - Federal tax | 10,027.94 | 10,334.02 | |
| | | $167,283.16 | |
| Dividends paid in 1917, including $74,996.84 return of capital | | 132,000.00 | |
| Balance of investment | | | $35,283.16 |
| Accounts payable: | | | |
| T. Dixon | | $ 4,277.78 | |
| D. W. Griffith | | 6,416.66 | |
| A. L. Gray | | 15.39 | 10,709.83 |
| Federal taxes accrued for 1917 | | | 10,027.94 |
| | | | $56,020.93 |

We have examined the books and accounts of the Epoch Producing Company at December 31, 1917; in our opinion the foregoing statement sets forth correctly the financial position of the company at that date.

54 William Street,
New York,
December 4, 1918.

Price, Waterhouse & Co.

# WARK PRODUCING CORPORATION

## REPORT AND ACCOUNTS

* * * * *

DECEMBER 31, 1917

PRICE, WATERHOUSE & CO.
54 WILLIAM STREET
NEW YORK

CABLE ADDRESS "PRICEWATER" NEW YORK.

NEW YORK, CHICAGO, PHILADELPHIA, BOSTON, ST. LOUIS, PITTSBURGH, MILWAUKEE, DETROIT, SAN FRANCISCO, LOS ANGELES, SEATTLE.

MONTREAL, TORONTO, WINNIPEG, VANCOUVER, BUENOS AIRES, RIO DE JANEIRO, VALPARAISO.

LONDON, PARIS, PETROGRAD, CAIRO, ALEXANDRIA.

PRICE, WATERHOUSE & CO.

54 WILLIAM STREET.

NEW YORK.

February 8, 1918.

Wark Producing Corporation,

Longacre Building,

New York City.

Dear Sirs:

We have made an examination of your books and accounts as at December 31, 1917; annexed we hand you balance sheet at that date, operating accounts for 1916 and for 1917, and explanatory schedules.

The only point requiring particular notice is the value assigned to the film and equipment; these assets have been exploited for more than one year, and on the basis of the experience had with a similar production of Mr. Griffith, handled in exactly the same manner, more than one-half of the total earning of the film has now been realized. We have, therefore, taken the present value to be 45% of the original cost.

Upon this basis no profit is shown for the year, and we agree with your officers that no profit can reasonably be anticipated on this film.

As you have made no profit there is no need for us to enter into the question of Federal taxes in respect of this company.

We have accepted the reports of your traveling companies as the general basis of audit, examining only a few weeks sub-vouchers in support of these reports.

Referring to a question raised when our representative was in your office, we would state that the repayment of any part of the certificates of indebtedness does not constitute taxable income in the hands of certificate holders. It is no more than the payment of a debt; and even though the certificate holders were, instead, holders of stock of the corporation, such payments would be only return of capital, not income.

Yours very truly,

PRICE, WATERHOUSE & CO.

# WARK PRODUCING CORPORATION

## STATEMENT OF ASSETS AND LIABILITIES

## DECEMBER 31, 1917

* * * * *

### Assets

| | | | |
|---|---|---|---|
| Inventory: | | | |
| Residual value of film and equipment, now being exhibited | | | $258,908.91 |
| Current assets: | | | |
| Accounts receivable | | $ 4,164.18 | |
| Note receivable | | 214.00 | |
| Cash | | 26,011.34 | |
| | | | 30,389.52 |
| Total assets | | | $289,298.43 |
| Deficiency | | | 81,773.87 |
| | | | $371,072.30 |

### Liabilities

| | | | |
|---|---|---|---|
| Capital stock: | | | |
| No par value - nothing paid in | | | ... |
| 1,500 shares authorized | | | ... |
| Certificates of indebtedness: | | | |
| 300 @ $1,000 each | $300,000.00 | | |
| Less - Paid on account | 66,000.00 | $234,000.00 | |
| Loan - D. W. Griffith Corporation, subordinated to the certificates of indebtedness | | 52,737.68 | |
| | | | $286,737.68 |
| Loan - D. W. Griffith, personal account | | | 84,334.62 |
| | | | $371,072.30 |

WARK PRODUCING CORPORATION

OPERATING ACCOUNT

JANUARY 1, 1916 TO DECEMBER 31, 1917

* * * * *

| | Year ending December 31, 1916 | | Year ending December 31, 1917 | |
|---|---|---|---|---|
| Gross company earnings, per exhibit | $303,196.29 | | $777,424.46 | |
| Company expenses, per exhibit | 326,573.01 | | 655,776.74 | |
| Company profit or loss | | $ 23,376.72 | | $121,647.72 |
| Sale, territorial rights | | 2,500.00 | | 255,209.53 |
| Total earnings (or loss) | | $ 20,876.72 | | $376,857.25 |
| Cost of film and equipment, (proportion of) | ... | ... | $316,222.00 | |
| General expenses, per exhibit | $ 30,108.46 | | 77,462.68 | |
| Interest | ... | 30,108.46 | 13,961.26 | 407,645.94 |
| Loss for year | | $ 50,985.18 | | $ 30,788.69 |

# WARK PRODUCING CORPORATION

## DETAILS OF EARNINGS AND EXPENSES

## 1 9 1 6

***

| | Gross receipts | Expenses | Net earnings or loss |
|---|---|---|---|
| Company operations: | | | |
| Company A | $ 81,409.64 | $139,875.47 | $ 58,465.83 |
| B | 80,828.75 | 54,588.54 | 26,240.21 |
| C | 46,841.87 | 36,733.00 | 10,108.87 |
| D | 26,702.90 | 17,437.46 | 9,265.44 |
| E | 55,426.99 | 65,952.40 | 10,525.41 |
| F | 4,722.88 | 4,722.88 | ... |
| G | 3,028.79 | 3,028.79 | ... |
| H | 2,690.80 | 2,690.80 | ... |
| I | 1,543.67 | 1,543.67 | ... |
| Total gross receipts | $303,196.29 | | |
| Total expenses | | $326,573.01 | |
| Total net earnings - loss | | | $ 23,376.72 |
| Other income - Canadian rights | | | 2,500.00 |
| Net company loss | | | $ 20,876.72 |
| General expenses: | | | |
| Salaries | | | $ 6,902.00 |
| Rent | | | 300.00 |
| Telephone and telegraph | | | 1,287.27 |
| Furniture and fixtures | | | 78.31 |
| Postage and supplies | | | 456.42 |
| Censorship | | | 1,601.46 |
| Traveling | | | 2,504.02 |
| Advertising | | | 12,906.79 |
| Insurance | | | 365.55 |
| Legal | | | 1,746.97 |
| Printing | | | 308.25 |
| Express | | | 94.99 |
| Sundries | | | 821.10 |
| Supplies | | | 735.33 |
| | | | $ 30,108.46 |

# WARK PRODUCING CORPORATION

## DETAILS OF EARNINGS AND EXPENSES

## 1 9 1 7

***

| | Gross receipts | Expenses | Net earnings |
|---|---|---|---|
| Company operations: | | | |
| Company A | $ 44,560.80 | $ 55,389.35 | $ 10,828.55 |
| B | 48,015.39 | 49,517.38 | 1,501.99 |
| C | 54,808.19 | 40,247.31 | 14,660.88 |
| D | 56.50 | ... | 56.50 |
| E | 162,737.88 | 117,973.16 | 44,664.72 |
| F | 48,041.79 | 38,678.06 | 9,363.73 |
| G | 67,708.57 | 51,310.61 | 16,397.96 |
| H | 77,561.26 | 64,014.81 | 13,546.45 |
| I | 60,487.34 | 55,926.31 | 4,561.03 |
| J | 37,279.95 | 27,539.46 | 9,740.49 |
| K | 20,162.02 | 18,414.19 | 1,747.83 |
| Australian Co. #1 | 44,850.68 | 48,586.68 | 3,736.00 |
| 2 | 28,857.22 | 25,101.83 | 3,755.39 |
| 3 | 18,913.98 | 15,340.62 | 3,573.36 |
| 4 | 41,374.17 | 31,946.14 | 9,428.03 |
| English Co. 1 | 22,008.72 | 15,790.83 | 6,217.89 |
| Total gross receipts | $777,424.46 | | |
| Total expenses of companies | | $655,776.74 | |
| Total earnings of companies | | | $121,647.72 |
| Other income:- | | | |
| Rights: | | | |
| Parts of U.S.A. (McCarthy & McSween) | | $ 27,494.53 | |
| Canada (Basil Corporation ) | | 17,500.00 | |
| Italian (Signor Domenico Cazzulino) | | 11,901.25 | |
| California-Nevada-Arizona (All star features) | | 20,000.00 | |
| Great Britain (E. Wertheimer) | | 123,313.75 | |
| Idaho-Montana-Oregon-Washington (De Luxe features) | | 15,000.00 | |
| Scandinavian (J. Olsen Co.) | | 10,000.00 | |
| Parts of U.S.A. (Westcott Film Corporation) | | 30,000.00 | |
| | | | $255,209.53 |

| | | |
|---|---|---|
| General expenses: | | |
| Salaries | $ 24,993.87 | |
| Rent | 1,725.00 | |
| Telephone and telegraph | 3,038.17 | |
| Furniture and fixtures | 295.93 | |
| Postage and supplies | 167.81 | |
| Censorship | 4,261.74 | |
| Traveling | 3,678.90 | |
| Advertising | 10,874.48 | |
| Insurance | 11,276.41 | |
| Legal | 7,289.01 | |
| Printing | 3,662.98 | |
| Express | 3,553.65 | |
| Taxes | 198.29 | |
| Storehouses | 1,765.20 | |
| Sundries | 647.40 | |
| Supplies | 846.46 | |
| | $ 77,939.68 | |
| Less - English expense refund | 477.00 | |
| | | $ 77,462.68 |
| Interest - Certificates of indebtedness | | $ 13,961.26 |

(D.W.Griffith)

New York, December 31, 1917.

D.W.G. Corporation (D.W.Griffith)

In account with EPOCH PRODUCING CORPORATION.

| | | | |
|---|---|---|---|
| Net receipts for December, as per Treasurer's report, | | | $4,650.70 |
| 37½% net receipts, | | | 1,744.01 |
| Distribution: | | | |
| D.W.G. Corp. | 60% | 1,046.41 | |
| R.E.Aitken(assigned) | 40% | 697.60 | |
| | | 1,744.01 | |
| Due D.W.G. Corp. a/c Nov. | | 2,803.58 | |
| " " " " a/c Dec. | | 1,046.41 | |
| | | | $3,849.99 |
| Due R.E.Aitken (assigned) a/c Nov. | | 1,869.07 | |
| " R.E. " " a/c Dec. | | 697.60 | |
| | | 2,566.67 | |

TREASURER'S REPORT FOR DECEMBER 1917.
EPOCH PRODUCING CORPORATION.

| | | | | | |
|---|---|---|---|---|---|
| Income | Company A | | 12,979.95 | | |
| | B | | 10,224.17 | | |
| | C | | 10,997.81 | | |
| | D | | 11,732.88 | | 45,934.81 |
| Eng. Co. #1 | | | 1,233.34 | | |
| | #1 office expense | | 285.32 | | |
| | #2 | | 3,761.92 | | |
| | #2 office expense | | 570.48 | | |
| | #3 | | 525.18 | | |
| | #3 office expense | | 95.16 | | 6,471.40 |
| Australian Co.#1 | | | | | 7,079.70 |
| Rights: New England | | | 58. | | |
| Wisconsin | | | 514.55 | | 572.55 |
| A.L. Grey, - Williamson Ltd. a/c | | | | | 170.27 |
| Expense, General | | | | 9,218.05 | |
| | Company A | 9,636.45 | | | |
| | B | 8,652.45 | | | |
| | C | 7,538.85 | | | |
| | D | 7,561.82 | | 33,389.57 | |
| " Eng. Co. #1 | | 1,413.55 | | | |
| " " #2 | | 2,591.16 | | | |
| " " #3 | | 284. | | 4,288.71 | |
| " Australian Co.#1 | | | | 7,249.97 | |
| W.E.Burlock, Mgr. Eng. Cos. | | | | 1,231.73 | |
| Guy C. Smith | | | | 200. | |
| | | | | 55,578.03 | |
| | | | | | $60,228.73 |
| General and Company expense, Dec. | | | | | 55,578.03 |
| | | | | Balance | 4,650.70 |
| Less D.W.Griffith royalty 37½% | | | | 1,744.01 | |
| " Thos. Dixon " 25 | | | | 1,162.68 | 2,906.69 |
| Net Earnings for Dec. | | | | | $ 1,744.01 |

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

December 31st 1917

Mr. David W. Griffith,

-To-

ALBERT H. T. BANZHAF, DR.

- - - - - - - - - - - - - - - - - - - - - - - - - - - -

| | |
|---|---|
| To professional services, month of December 1917 | $150.00 |
| To bunch of flowers for Miss Marsh | 50.00 |
| | $200.00 |

Received Payment
DEC 24 1917
A H T Banzhaf

Paid by check
#91
of D W Griffith Corp.

# D W G Corporation

## Trial Balance, December 31, 1917.

| | | |
|---|---|---|
| Cash | 255152 | |
| Capital Stock | | 2051100 — |
| Work Producing Corp (Accts Rec) | 60250 — | |
| Work Producing Corp | | 752405 |
| Paid in Surplus | | 6975 — |
| Earned Surplus | | 2998 — |
| Investments | 1273396 | |
| D W Griffith Personal | 6048972 | |
| Royalties | 969031 | |
| Dividends | | 310896 |
| Premiums & Interest | | 236250 |
| General Expense | 225673 | |
| Ranch | 303242 | |
| War Picture | 4169009 | |
| Notes Receivable (Cfs ind) | 28000 — | |
| A H V Bangel | 7200 — | |
| Interest on Deposits | | 13874 |
| David W Griffith Corporation | 31250 | |
| | 2820725 | 2820725 |

# DWG Corporation

Business & Financial Statement
For period from Dec. 31, 1916 to and including December 31, 1917

## Profit & Loss

| | | | |
|---|---|---|---|
| General Expenses | 22573 | Earnings: | |
| Balance, Net Profit carried down | 335347 | Premiums & Interest | 236250 |
| | | Interest on Deposits | 13874 |
| | | Dividends | 310896 |
| | 561020 | | 561020 |

## Balance Sheet, December 31, 1917

| Assets | | Liabilities | |
|---|---|---|---|
| Investments: | | | |
| 76 shares Work Prod. Co. — | | Work Prod. Corp. | 752405 |
| 97 " David W. Griffith Co. 9700 | | Capital Stock | 205100 |
| 60 " Epock Prod. Co. 1908.96 | | Paid in Surplus | 69705 |
| 225 " F-L Corp. 1125 | 127396 | Federal Taxes 1917 | 9752 |
| Notes Receivable: | | Surplus | |
| Work Prod. Co. Notes rec'd. | 28000 — | Earned 1916 3998 | |
| Accts Receivable | 60250 — | 1917 (see above) (less 1917 taxes rec'd) 326397 | 632395 |
| Royalties | 969031 | | |
| D.W. Griffith: | | | |
| Personal | 604897 2 | | |
| Ranch | 303242 | | |
| War Picture | 416909 | | |
| A.H. & Barry Sel | 7200 — | | |
| David W. Griffith Corp. | 31250 | | |
| Cash | 255157 | | |
| | 2259057 | | 2259057 |

1908.27

1125
1908.96
8700 —
11793.96

Dec 31 – 1917

| | Dr | Cr | | |
|---|---|---|---|---|
| Cash | 2557 52 | | | |
| Capital Stock | | 205 100 | | |
| Work & Rec | 60 250 – | 7524 05 | | |
| Paid on Sur | | 6975 | | |
| Earned | | 2998 – | | |
| Invest. | 16825 – 12733 56 | 4091 04 | | |
| O W G Personal | 60 489 72 | | | |
| Royalties Rec | 9 690 31 | | | |
| Div | 4091 04 | 7 200 | — | 3 108 96 |
| Prem & Int. | | 2362 50 | | 2362 50 |
| Earned Surp | 2256 73 | | 2256 73 | |
| Ranch X | 3032 42 | | | |
| War Picture | 41690 09 | | | |
| Offs Work | 28 000 | | | |
| Bangkok | 7200 | | | |
| Bank Int. | | 138 74 | | 138 74 |
| Paid W G Corp | 312 50 | | | |
| | 232 298 29 | 232 298 29 | 2 256 73 | 5 610 20 |
| | | Profit | | 3 353 47 |

Profit as above 3353 47
add – Tax – income – paid in 1917 344 46
Taxable Profit 3697 93

60 250
7524 05
12 725 55
11 73

Invested Capital = 205 100
2 998
6975
215 073
less invested in Stocks 16 825
198 248 Yoffs = 13 877 36

Income 3697 93
of which – dividends 3108 96
588 97
4%
23 56
3697-93 @ 2% 73 96
97 52 Total tax

Pd War profit tax

# Balance Sheet Dec 31 - 1917

| | | |
|---|---|---|
| **Investments** | | |
| Stock Work Co = | | |
| " David W Griffiths Co. | 9700 | |
| " Epoch Co. | 1908 96 | |
| " F4 Corpn | 1125 | |
| | | 12 733 96 |
| **Work Co a/c.** | | |
| Certs of indebtedness | 28 000 | |
| Current account | 52 725 95 | |
| | | 80 725 95 |
| **Royalties** — Epoch Co, — receivable | | 9690 31 |
| **D W Griffiths accounts** | | |
| Personal | 60 489 72 | |
| Ranch | 3032 42 | |
| Var Picture | 41 690 09 | |
| A Barnhart | 7 200 | |
| David W Griffiths Corp = | 312 50 | |
| | | 112 724 73 |
| **Cash** | | 2 537 52 |
| | | 218 476 47 |
| **Capital Stock** | 205 100 | |
| Paid in Surplus | 6975 | 212 075 |
| **Federal Taxes** — 1917 — | | 9452 |
| **Surplus** | | |
| Earned 1916 | 2998 — | |
| 1917 - per exhibit | 3253 95 | 6 253 95 |
| | | 218 476 47 |

# Profit & Loss a/c - 1917

Earnings

| | | |
|---|---|---|
| Premium & Interest on Certificates of indebtedness — | 2362 50 | |
| Bank Interest | 138 74 | |
| | | 2501 24 |
| Expenses — | | 2256 73 |
| | | 244 51 |
| Dividends received, Epoch Corp | | 3108 96 |
| Total profit | | 3353 47 |

## Estimated Tax:

| | | | |
|---|---|---|---|
| Capital invested — | June 1-17 | Cap Stock | 205100 |
| | | Paid in surplus | 6975 |
| | | Earned Surplus | 2998 |
| | | | 215073 |
| Deduct: | Assets not allowable — Securities of other companies, income not taxable for Excess Profits | | 16825 |
| | "Invested Capital" per tax law | | 198248 |

7% of invested Capital = $13877.36 — no profit tax

## Income tax.

| | | |
|---|---|---|
| Profit, taxable at 4% = | 3444 57 | |
| plus: Income tax paid in 1917 and deducted from earnings: | 3444 46 | |
| | 588 97 | 23 56 |
| add dividends | 3108 96 | |
| | 3697 93 2% | 73 96 |
| TOTAL TAX | | 97 52 |

| | |
|---|---|
| Total Profit | 3353 47 |
| Tax | 97 52 |
| To Surplus a/c | 3255 95 |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

# D. W. G. Corporation

## Trial Balance, December 31, 1917

| | | |
|---|---|---|
| Cash | 2551 52 | |
| Capital Stock | | 205100 — |
| Work Producing Corp (Accts. Rec.) | 60250 — | |
| Work Producing Corp. | | 752405 |
| Paid in Surplus | | 6975 — |
| Earned Surplus | | 2998 — |
| Investments | 12733396 | |
| D. W. Griffith Personal | 6048972 | |
| Royalties | 969031 | |
| Dividends | | 310896 |
| Premiums & Interest | | 536250 |
| General Expense | 225673 | |
| Ranch | 303242 | |
| War Picture | 4169009 | |
| Notes Receivable (Cfs. ind.) | 28000 — | |
| A. H. Barnsley | 7200 — | |
| Interest on deposits | | 13874 |
| David W. Griffith Corporation | 31250 | |
| | 22820725 | 22820725 |

60250 — 205100 —
12733396 6975 —
5600022 752405
6423442 8597250
18555 9752
303242 603
4169009
28000 —
7200 —
10 —
518037

~~23453378~~ 22703000
~~23533378~~
~~22703000~~
~~5303 78~~
23033378

| | |
|---|---|
| 60250 — | 205100 — |
| 1273396 | 69750 — |
| 5730672 | 625395 |
| ~~[illegible]~~ | 859750 |
| 257342 | 350 — |
| 19385 | 9752 |
| 303242 | 1167 |
| 5070705 | |
| 28000 — | |
| 72250 — | |
| 18335 — | |
| 518037 | |
| ~~2273856~~ | 2273856 |
| 2273856 | 2273856 |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TO THE WESTERN UNION TELEGRAPH COMPANY, DR.
INCORPORATED

| MONTH AND DAY | TO / FROM | NAME OF POINT | AMOUNT |
|---|---|---|---|
| 1917 DEC | | | |
| 1 | TO | LOS ANGELES CAL | 1 50 |
| 3 | TO | WASH | 1 58 |
| 5 | TO | LOS ANGELES | 1 50 |
| 7 | TO | WASH | 68 |
| 10 | | LOS ANGE CAL | 1 50 |
| 18 | TO | WASH | 1 22 |
| 19 | TO | LOS ANGELES | 1 50 |
| 20 | TO | LOS ANGELES | 1 50 |
| 22 | TO | WASH | 72 |
| | | LOS ANGELES | 2 10 |
| 25 | TO | LOS ANGESL | 5 34 |
| 27 | TO | LOS ANGELES | 4 71 |
| 31 | FM | BELLAIRE | 60 |
| | | FEDERAL TAX | 65 |
| | | | 25.10 |

Work check
charge D W Glemp

JAN 11 1918

PAID
Check No. 1554

## LIST OF ASSETS OF D.W.G. CORP.

-oOo-

| | Estimated Value |
|---|---|
| 762 shares (no par value) Wark Producing Corp. | - - - - - - |
| 35 Certificates of Ind. " " " | $35,000.00 |
| 6~~0,000~~ 250 indebtedness made by " " " | 6,500.00 |
| 97 Shares ($100 par) David W.Griffith Corp.(50%) | ~~48.50~~ 4850.00 |
| 60 " ($100 par) Epoch Producing Corp. | 6,000.00 |
| 22-1/2% of net profits of Epoch Prod. Corp. | 40,000.00 |
| 225 Shares F.4 Corporation | - - - - - |
| | ~~$87,548.50~~ 92,350.00 |

97
50
4850

| RECEIPTS | DISBURSEMENTS |
|---|---|
| $900.00 | $15.00 |
| 3114.30 | 10.00 |
| 1200.00 | 344.46 |
| 10592.17 | 45.83 |
| 900.00 | 650.00 |
| 8491.83 | 1500.00 |
| 44.33 | 953.50 |
| 13256.36 | 1000.00 |
| 1200.00 | 250.00 |
| 600.00 | 150.00 |
| 6629.78 | 250.00 |
| 13682.08 | 32.75 |
| 1200.00 | |
| 10.13 | 5201.54 |
| 14.52 | |
| 1029.00 | |
| 62864.50 | |

Receipts - - $62864.50
Disbursements- 5201.54

Net profit 57662.96

1st Return of Principal
20% - Oct 15th/17
also 10% bonus & Interest
for 3½ Months.

# WARK PRODUCING CORPORATION.

| STOCKHOLDERS. | AMOUNT. | | NUMBERS OF CERTIFICATES OF INDEBTEDNESS. | | |
|---|---|---|---|---|---|
| Aitken, H. E. | 16,000. | 160 | 233 to 248. | ~~3794.40~~ | ~~5.60~~ |
| Aitken, R. E. | 8,000. | 80 | 145 to 152. | ~~1897.20~~ | ~~2.80~~ |
| Anderson, William B. | 1,000. | 10 | 224. | ~~237.15~~ | .35 |
| Banzhaf, Edwin J. | 10,000. | 100 | 188 to 197. | ~~2.373.25~~ | ~~1.75~~ |
| Barry, J. A. | 5,000. | 50 | 294 to 298. | ~~1.185.75~~ | ~~1.75~~ |
| Block, Benjamin. | 3,000. | 30 | 228, 229 and 232. | ~~711.45~~ | ~~1.05~~ |
| Blumenthal, Hugo. | 10,000. | 100 | 39 to 48. | ~~2371.50~~ | ~~3.50~~ |
| Clark, Robert Sterling. | 10,000. | 100 | 81 to 90. | ~~2.371.50~~ | ~~3.50~~ |
| Clark, Stephen Carlton. | 10,000. | 100 | 91 to 100. | ~~2.371.50~~ | ~~3.50~~ |
| Clausen, Charles S. | 1,000. | 10 | 252. | ~~237.15~~ | ~~.35~~ |
| D. W. G. Corporation. | 35,000. | 350 | 153 to 187. | ~~8.300.25~~ | ~~12.25~~ |
| Day, W. Beach. | 1,000. | 10 | 101. | ~~237.15~~ | .35 |
| Detwiler, A. K. | 4,000. | 40 | 266 to 269. | ~~948.60~~ | ~~1.40~~ |
| Ehret, George, Jr. | 3,000. | 30 | 225 to 227. | ~~711.45~~ | ~~1.05~~ |
| Fairchild, Arthur. | 1,000. | 10 | 223. | ~~237.15~~ | .35 |
| Gates, C. W. | 5,000. | 50 | 284 to 288. | ~~1.185.75~~ | ~~1.75~~ |
| Gish, Lilliam D. | 3,000. | 30 | 275 to 277. | ~~711.45~~ | ~~1.05~~ |
| Goldstein Co.L.A.,Inc. | 16,000. | 160 | 126 to 141. | ~~3.794.40~~ | ~~5.60~~ |
| Goodsell, Mrs. T. J. | 1,000. | 10 | 264. | ~~237.15~~ | ~~.35~~ |
| Goodsell, T. J. | 1,000. | 10 | 265. | ~~237.15~~ | ~~.35~~ |
| Hall, John R. | 8,000. | 80 | 106 to 109, 22 to 25. | ~~1.898.60~~ | ~~1.40~~ |
| Hall, Norman | 24,000. | 240 | 11 to 21, 26 to 30, 31 to 38 | ~~5.695.80~~ | ~~4.20~~ |
| Hampton, Lewis J. | 10,000. | 100 | 253 to 262. | ~~2.371.50~~ | ~~3.50~~ |
| Hosking, A. J. | 1,000. | 10 | 300. | ~~237.15~~ | ~~.35~~ |
| Johnston, Douglas T. | 4,000. | 40 | 102 to 105. | ~~948.60~~ | ~~1.40~~ |
| Lehman, H. H. | 1,000. | 10 | 249. | ~~237.15~~ | ~~.35~~ |
| Mainzer, Herbert R. | 2,000. | 20 | 59 and 60. | ~~474.30~~ | ~~.70~~ |
| Mainzer, Robert H. | 20,000. | 200 | 61 to 70, and 1 to 10. | ~~4.746.50~~ | ~~3.50~~ |
| Marsh, Mae W. | 2,000. | 20 | 278 and 279. | ~~474.30~~ | ~~.70~~ |
| Mouat, H. L. | 1,000. | 10 | 250. | ~~237.15~~ | ~~.35~~ |
| | ~~217,000~~ | 2170 | | ~~51.499.53~~ | ~~3.797~~ |

Sent / Income withheld Forms

brought forward

| | | | | | |
|---|---|---|---|---|---|
| | (over) 217,000 | | | 51.472.40 | 65.10 |
| Oldershaw, C. R. | 5,000. | 50 | 270 to 274. | ~~1.185.95~~ | ~~1.75~~ |
| Oppenheimer, Emil. | 1,000. | 10 | 123. | ~~237.15~~ | ~~.35~~ |
| Patee, L. G. | 1,000. | 10 | 283. | ~~237.15~~ | ~~.35~~ |
| Prisk, Charles H. | 1,000. | 10 | 299. | ~~237.15~~ | ~~.35~~ |
| Putnam, Henry W. | 10,000. | 100 | 49 to 58. | ~~2.371.50~~ | ~~3.50~~ |
| Richard, Oscar L. | 10,000. | 100 | 71 to 80. | ~~2.371.50~~ | ~~3.50~~ |
| Richard, Vera V. B. | 3,000. | 30 | 142 to 144. | ~~711.45~~ | ~~1.05~~ |
| Rosenberger, W. D. | 5,000. | 50 | 289 to 293. | ~~1185.95~~ | ~~1.75~~ |
| Seligsberg, Louis. | 1,000. | 10 | 122. | ~~237.15~~ | ~~.35~~ |
| Seligsberg, W. N. | 1,000. | 10 | 121. | ~~237.15~~ | ~~.35~~ |
| Stackpole, T. | 1,000. | 10 | 251. | ~~237.15~~ | ~~.35~~ |
| Steinman, Edward S. | 2,000. | 20 | 230 and 231. | ~~474.30~~ | ~~.70~~ |
| Stern, Albert. | 10,000. | 100 | 111 to 120. | ~~2.373.25~~ | ~~1.75~~ |
| Sterrett, Clarence E. | 2,000. | 20 | 124 and 125. | ~~474.30~~ | ~~.70~~ |
| Tallman, S. H. | 25,000. | 250 | 198 to 222. | ~~5.928.75~~ | ~~8.75~~ |
| Tomlins, Frank I. | 1,000. | 10 | 110. | ~~237.33~~ | ~~.17~~ |
| Winpenny, Maude. | 3,000. | 30 | 280 to 282. | ~~711.45~~ | ~~1.05~~ |
| Howdershell, D.J. & William Niven. | 1,000. | 10 | 263. | ~~237.15~~ | ~~.35~~ |
| Total | 300,000 | | | | |

71.197.50 52.50

71.157.78 92.22

To holders of certificates

~~Tax~~ withheld at source

~~71.157.78~~
~~92.22~~

71.250.00

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Oct 15

1st return of Brancpol

20%

Bonus. 10%

Int. 3½ Months

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Reported

Wark Producing Corporation- Interest
for Income Tax 1917.

| | | |
|---|---|---|
| Robert Mainzer | Premium | 400. |
| | Interest | 950. |
| Norman Hall | | |
| | Premium | 480. |
| | Interest | 1140. |
| S.H. Tallmann | Premium | 500. |
| | Interest | 1187.50 |
| D.W.G.Corporation | Premium | 700. |
| | Interest | 1662.50 |
| H.E.Aitken, | Premium | 320. |
| | Interest | 760. |

Form 1112.—UNITED STATES INTERNAL REVENUE.

# CORPORATION UNDISTRIBUTED NET INCOME TAX RETURN.

**CAUTION.**

**Read all instructions.**

**Fill in supplementary statement on back of return first.**

*Return of net income remaining undistributed six months after close of* { *calendar year 1917* / *fiscal year ended*_____, *19*___

(Do not write in this space.)
RECEIVED

LIST.

| Month. | Page. | Line. |
|---|---|---|
| | | |

Audited by_____

*Name of corporation* Wark Producing Corporation *Number* _____

*Business address* 1476 Broadway

*Kind of business* Exploitation of A Motion Picture

1. Amount of total net income of the taxable year (see Item 8, Form 1031, 1090, 1030, or 1030 A) $ None (loss)
2. Amount of excess profits tax assessed for taxable year, if paid out of net income of taxable year
3. Amount of income tax assessed for taxable year, if paid out of net income of taxable year (or amount of income tax paid within the taxable year)
4. Amount of net income of the taxable year distributed as dividends
5. Amount of net income of the taxable year actually invested and employed in the business
6. Amount of net income of the taxable year retained for employment in the reasonable requirements of the business
7. Amount of net income of the taxable year invested in obligations of the United States issued after September 1, 1917
8. Total deductions from net income of the taxable year (sum of Items 2-7)
9. Balance of net income of the taxable year, undistributed, and subject to tax at rate of 10 per cent
10. Amount of tax

We, the undersigned, president and treasurer of the above-named company, whose return of undistributed net income is herein set forth, being severally duly sworn, each for himself, deposes and says that the items entered in the foregoing report and in the supplementary statement and in any additional schedules attached to or accompanying this return, are to the best of his knowledge and belief true and correct in each and every particular.

Sworn to and subscribed before me this _____ day of _____ 19____

None Reported No Net Income

Seal of officer taking affidavit.

_____ *President.*

_____ *Treasurer.*

(Official capacity.)

## INSTRUCTIONS.

**1. Who is required to make a return.**—Every domestic and foreign corporation, joint stock company or association, or insurance company with a taxable net income which is required to file a return of net income under the Act of September 8, 1916, as amended by the Act of October 3, 1917, is required to file a return of undistributed net income with the collector of internal revenue for the district in which the return of annual net income is filed.

**2. Time of filing return.**—The return of undistributed net income must be filed within 60 days after the expiration of six months from the close of the last taxable year (that is, the calendar year, or fiscal year if different from the calendar year).

**3. Income subject to tax.**—The net income of the last calendar or fiscal year remaining undistributed six months after the end of such year, which is not actually invested in the business, nor retained for employment in the reasonable requirements thereof, nor invested in obligations of the United States issued after September 1, 1917, is subject to a tax at the rate of 10 per cent.

**4. Computation of tax for fiscal year, part of which falls in the calendar year 1916.**—If the fiscal year for which this return is made ended during the calendar year 1917, the tax will be assessed on that portion of the taxable undistributed net income returned for the fiscal year which the period between January 1, 1917, and the end of such fiscal year bears to the whole of such fiscal year.

**5. Application of tax at rate of 15 per cent.**—If any portion of the net income of the taxable year reported to be retained for employment in the reasonable requirements of the business shall not be so employed, a tax of 15 per cent will be collected thereon.

**6. Time of paying tax.**—The amount of tax assessed on the undistributed net income of the taxable year is payable to the collector of internal revenue within 10 days after the day of notice and demand of tax assessed. If the tax is not paid within that time a penalty of 5 per cent of the amount thereof, plus 1 per cent interest per month that the tax remains unpaid, will be imposed.

**7. Other penalties.**—Any corporation, joint stock company or association, or insurance company, refusing or neglecting to file a return within the time prescribed by law, or making a false or fraudulent return, shall be liable to a penalty of not more than $10,000, and an amount equal to 50 per cent of the amount due shall be added to the assessment in case of neglect to file the return within the time prescribed by law, provided that in case of delinquency if the return is voluntarily filed without notice from the collector and it is shown that the delay in filing was due to a reasonable cause and not to willful neglect, the amount of 50 per cent will not be added to the assessment. Any officer of any corporation required by law to make, render, sign, or verify any return, who makes any false or fraudulent return or statement with intent to defeat or evade the assessment required to be made, shall be guilty of a misdemeanor and shall be fined not exceeding $2,000 or be imprisoned not exceeding one year, or both, at the discretion of the court, with the costs of prosecution.

2—1513

UNITED STATES INTERNAL REVENUE.

TO BE STAMPED BY COLLECTOR SHOWING DISTRICT AND DATE RECEIVED.

Form 707—Revised April, 1917.

# CAPITAL STOCK TAX.

RETURN FOR SPECIAL EXCISE TAX ON CORPORATIONS ORGANIZED IN THE UNITED STATES.
(SEC. 407, TITLE IV, ACT SEPT. 8, 1916.)

RETURN OF FAIR VALUE OF STOCK FOR THE FISCAL YEAR ENDED JUNE 30, 1917.

(Collection district)

ASSESSMENT LIST, FORM 23.

(Month.) (Year.)

(Page.) (Line.)

*Audited by*

*Name* Wark Producing Corporation
(Give name of corporation, joint-stock company or association.)

*Address* 1476 Broadway
(The address must be that of the principal place of business. Give "Street and number," "City or town" and "State.")

(Kind of business.) A Selecting Motion Picture Photo Play

OUTSTANDING JUNE 30, 1917.

1. 
2. Par value of common stock No Par value $ None
3. Par value of preferred stock None $
4. Total par value of capital stock $ No Par Value
5. Amount of surplus $ None
6. Amount of undivided profits $ None

7. Average fair value of stock per share to be computed as indicated in the cases shown below:

**CASE 1.**

Average market value per share of stock listed on _____ Echange during preceding fiscal year, computed as follows:

HIGHEST PRICE BID.

| | COMMON | PREFERRED |
|---|---|---|
| 1916 July | $ None | $ None |
| Aug. | | |
| Sept. | | |
| Oct. | | |
| Nov. | | |
| Dec. | | |
| 1917 Jan. | | |
| Feb. | | |
| Mar. | | |
| Apr. | | |
| May | | |
| June | | |
| Average | $ | $ |

**CASE 2.**

Stock not listed on any exchange. Average market value per share computed from sales made during preceding fiscal year:

HIGHEST PRICE SOLD.

| | COMMON | PREFERRED |
|---|---|---|
| 1916 July | $ None | $ |
| Aug. | | |
| Sept. | | |
| Oct. | | |
| Nov. | | |
| Dec. | | |
| 1917 Jan. | | |
| Feb. | | |
| Mar. | | |
| Apr. | | |
| May | | |
| June | | |
| Average | $ | $ |

**CASE 3.**

Information upon which may be estimated the fair value of stock that is not listed on any exchange and of which no sales have been made or where sales have been made and price is unknown.

Amount of net income reported on Federal income tax returns for 5 preceding years, number of shares of stock outstanding on December 31 of each such year, and percentage of profits per share.

| Year. | NET INCOME | NO. SHARES | Per ct. |
|---|---|---|---|
| 1912 | $ | | % |
| 1913 | | | |
| 1914 | | | |
| 1915 | None | | |
| 1916 | None | | |

Average profits per share or earning capacity None %
Average dividends per share paid during preceding 5 years $ None

Estimated fair value per share $ None

TOTAL NUMBER OF SHARES OUTSTANDING JUNE 30, 1917: 1500 no Par Value

8. Common stock (No. shares) 1500 multiplied by average value as above $ None
9. Preferred stock (No. shares) None multiplied by average value as above $ None
10. Fair value of total capital stock for preceding fiscal year ended June 30, 1917 $ None
11. Deduction allowed by law $ 99 000 00
12. Amount of fair value of stock over $99,000.00 $ None
13. Tax at rate of 50 cents per year for each full $1,000.00 $ None
14. Amount of munitions tax, if any, paid under Title III of this act since making last return $ None
15. Difference, amount of tax due $ None

Penalty $

Total tax and penalty $

We, Albert H. Baughey, President, and Al. S. Roth, Treasurer of the above-named company, whose return for special excise tax is herein set forth, being severally duly sworn, each for himself, deposes and says that the items entered in the foregoing report and in any additional list or lists attached to or accompanying this return, are to his best knowledge and belief and from such information as he has been able to obtain, true and correct.

Sworn to and subscribed before me this _____ day

of _____, 19

*President.*

*Treasurer.*

(Official capacity.)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

SEE INSTRUCTIONS ON BACK.

2—2753

(Form No. 1. S. B. E. 1917)

# STATE OF CALIFORNIA
# STATE TAXES

# REPORT ON GENERAL CORPORATE FRANCHISES

Required under Chap. 335 of the Statutes of California of 1911, as amended by Chaps. 6 and 320, Laws of 1913.

*REPORT of the* Park *Company,*

*a corporation organized under the laws of* New York (State or country),

*with its principal place of business in California at* Archer W. Bailey Collins Bldg Los Angeles

*The P. O. address † for tax bills, receipts, etc., is* 1476 Broadway N.Y. (Street and number)

†Be careful to give an address at which mail will surely be delivered to a responsible officer.

*in the city of* New York, *county of* New York

**READ CAREFULLY THE INSTRUCTIONS ON THE BACK OF THIS FORM.**

1. The **Business** of this company is Exhibition of Motion Pictures at various theatres throughout the state

The **Names** and **Post-office Addresses** of its officers are:

| Officer | Name | Address |
|---|---|---|
| President | Albert H. Bangley | 1476 Broadway N.Y. |
| Secretary | C. E. Stewart | 1476 " " |
| Auditor | | |
| Treasurer | H. S. Rich | 1476 " " |
| Superintendent | | |
| General Manager | Guy C. Smith | " " " |
| Chief Officer or Managing Agent in California* | None | |

*This line for non-California companies only.

2. The **Shares of Capital Stock** on the first Monday in March, 1917, were: 1500 shares no par value

| Class of Stock | Number of Shares Authorized | Par Value per share | Number of Shares Issued and Outstanding | Amount Paid in, in Cash for all Shares Issued | Amount Paid in, in Property for all Shares Issued | Total Amount Paid in for Stock (sum of two preceding columns) |
|---|---|---|---|---|---|---|
| Common | 1500 shares | $ None | 1500 shares | $ | $ 380.000 | $ 380.000 |
| Preferred | None shares | $ | shares | $ | $ | $ None |

3. The **Funded** and **Floating Debts** on the thirty-first day of December, 1916, were:

| Description of Bonds (List separately bonds of subsidiary companies) | Par Value | Rate of Interest | Amount Authorized (Par Value) | Amount Issued and Still Outstanding (Par Value) | Interest Paid between Jan. 1 and Dec. 31, 1916 |
|---|---|---|---|---|---|
| Certificates of Indebtedness | $ 300.000 | 6% | $ 300.000 | $ 300.000 | $ None |
| Mortgages (other than those underlying above bonds) | | | | $ | $ |
| Notes, secured and unsecured | | | | | |
| Other floating debts | | | | 189 000 | |
| Total of all debts | | | | 489 000 | None |

**4.** The **Market Value** of the **Shares of Capital Stock** and of the **Outstanding Bonds**, or, when said Stock or Bonds have no market value, the **Actual Value** thereof was:

Give the last quotations or sales prices prior to the first Monday in March, 1917; or, if no quotations or sales prices are available, give a fair appraised value of both stock and bonds.)

*a.* Common stock 1500 shares valued at $ 25.00 * per share; total, $ 37,500 *

*b.* Preferred stock None valued at $ * per share; total, $ *

*c.* Bonds None (Describe each series) valued at $ * per bond; total, $ *

valued at $ * per bond; total, $ *

valued at $ * per bond; total, $ *

valued at $ * per bond; total, $ *

valued at $ * per bond; total, $ *

valued at $ * per bond; total, $ *

Total value of all stocks and bonds $ 37,500

*State whether the above values are based on (Quotations), on Sales (Sales), or (Appraisal)

The **Income Account** for the year ending December 31, 1916, showed the following totals for the year:

| | | |
|---|---|---|
| **Gross Receipts** from business, or **Gross Sales** (Do not report any net items here—only the gross) | $ 326 321 68 | |
| **Other Receipts:** such as rentals, income from investments, etc. | $ | |
| *Total Gross Receipts (all sources)* | | $ 326 321 68 |
| **Deduct Expenses:** Cost of goods sold, or of materials used | $ | |
| Salaries and other compensation paid officers and directors | $ None | |
| Operating expenses, including wages | $ 137 583 86 | |
| Interest | $ None | |
| Rent Office & Sheds | $ 56 736 45 | |
| Taxes | $ | |
| All others (specify) | $ 197 223 17 | |
| | $ | |
| | $ | 391 492 43 |
| *Total deductions* | | $ |
| **Net Profits** from all sources: (Denote loss in red ink) Red Ink | | $ 65 170 75 |
| **Disposition of Profit:** | | |
| To dividends | $ None | |
| To betterments and additions | $ None | |
| To surplus | $ None | |

**6. Companies** engaged in business both **within** and **without** this State will report the following:

*a.* Total gross receipts from business within this State $ 147,730.58

*b.* Total gross receipts from business without this State $ 178,591.10

Total 326,321.68

**7. Dividends** paid on capital stock, years ending December 31st:

| | 1911 | | 1912 | | 1913 | | 1914 | | 1915 | | 1916 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Rate per Share | Amount | Rate per Share | Amount | Rate per Share | Amount | Rate per Share | Amount | Rate per Share | Amount | Rate per Share | Amount |
| Common | None | | | | | | | | | | | |
| Preferred | None | | | | | | | | | | | |

Report dividends of subsidiary companies separately, on separate sheet if necessary.

**8.** The **Surplus Fund** on the 31st day of December, 1916, was None $ None

The **Undivided Profits** on the 31st day of December, 1916, were $ None

The **Bills and Accounts Receivable** on the 31st day of December, 1916, were $ None

**9.** The **Assessed Value** of all property in California other than its franchise **owned** by the company on the **first Monday in March, 1917,** as shown by the last completed county assessment roll, was:

(N. B.—Copy the totals of assessed values from the last (1916) county tax bills. The assessment for 1917 will not be completed until September, and is, therefore, not available. Do not include property sold since the last assessment, but include property bought since then, if still owned. Do not report assessments for city taxes, but those for county taxes only. For this purpose San Francisco is a county.)

| County of | Assessed Value of Real Estate in Each County | Assessed Value of Improvements in Each County | Assessed Value of Personal Property in Each County | Total Assessed Value of All Property in Each County |
|---|---|---|---|---|
| | $ | $ | $ | $ None |
| | | | | |
| | | | | |
| | | | | |
| Grand Total | | | | $ |

| | |
|---|---|
| Supplies, office, theatre, stage, Film, Picture Machines, etc. | $20,023.12 |
| Censorship | 1,601.46 |
| Travel, Transportation and express | 11,510.45 |
| Advertising | 117,422.78 |
| Insurance | 365.55 |
| Legal | 1,746.97 |
| Managers and Agents Expenses | 7,222.21 |
| Sundries | 2,519.62 |
| Production Equipment | 34,810.96 |
| | $197,223.12 |

**10.** The **Actual Value** of all taxable property in California, other than the franchise, **owned** by the Company on the **first Monday in March, 1917,** the assessed value of which is given under item 9, was:

| County of | Actual Value of Real Estate in Each County | Actual Value of Improvements in Each County | Actual Value of Personal Property in Each County | Total Actual Value of All Property in Each County |
|---|---|---|---|---|
| | $ | $ | $ | $ None |
| | | | | |
| | | | | |
| | | | | |
| Grand Total | $ | $ | $ | $ |

**11.** The **Actual** and the **Assessed Values** of property **owned** by the company on the **first Monday in March, 1917,** and taxed **outside** of the State of California, and the taxes paid thereon were:

| Place (State or Country) | Actual Value | Assessed Value | Taxes Paid Last Fiscal Year |
|---|---|---|---|
| | $ | $ | $ None |
| | | | |
| | | | |
| Total | $ | $ | $ |

**12.** The **Market** or **Actual Value** of **Non-Assessable** real and personal property **owned** by the company on the first Monday in March, 1917, was:

(N. B.—This refers to the stocks and bonds of California corporations and to real estate mortgages which may be held by your company on property in California.)

| Description of Non-Assessable Property (Itemize) | Market or Actual Value |
|---|---|
| | $ None |
| | |
| | |
| | |
| Total | $ |

**13.** This **Report** includes the business of the following **Subsidiary Companies:**

(A separate report must also be filed for each subsidiary company.)

| Names | Incorporated Under the Laws of | Percentage of Stock of Subsidiary Company Owned by this Company |
|---|---|---|
| None | | % |
| | | % |
| | | % |

**14.** This **company** is a **subsidiary** of the _____ (Name of controlling company)

whose place of business is None

and which owns _____ % of the stock of this company.

**State of California,**
**County of** _____ } *ss.*

*I,* _____, *being duly sworn, depose and say that I am the* _____ *of the* _____ *Company, and that the foregoing statements and answers to questions therein contained are, in all respects, true and correct, to the best of my knowledge and belief.*

_____

_____
(Insert official title)

*Subscribed and sworn to before me this* _____

*day of* _____ *1917.*

_____
*Notary Public.*

Note.—This verification may be made by the president, vice-president, treasurer or secretary of the corporation.

## INSTRUCTIONS

This Report, completely filled out and sworn to, must be filed in the office of the STATE BOARD OF EQUALIZATION, STATE CAPITOL, SACRAMENTO, within ten days after the first Monday in March, 1917. There are severe penalties for neglect, failure and false return—see below.

**Every corporation must report**; there are no exceptions of any kind.

Full report must be made for **each** and **every** one of the items. The provisions of the original statute of 1911, permitting alternative sets of items to be reported, were repealed in 1913. The only exception is that companies whose business is confined to this State need not report items 6 and 11.

**THE REPORTS ARE CONFIDENTIAL.** It is forbidden by law, under severe penalties, for any officer or employee of the Board to divulge or make known the contents of this report, or any other information obtained, other than the assessment and the amount of the taxes levied.

**ADDITIONAL INFORMATION.** The Board invites and requests full explanation of the nature of the company's business, its relation to subsidiary or controlling companies, the submission of the history of its financial affairs and methods of conducting business, and any other matters which may assist in making a correct assessment. Such explanation may be made on a separate sheet, if necessary, and attached to this report.

Copies of your last balance sheet and of your last annual income account will be particularly helpful.

Under the law the assessment of franchises is completed on the third Monday (June 11, 1917) before the first Monday in July, and the amount of any assessment can be secured at that time by addressing the State Board at Sacramento. For three weeks preceding the first Monday in July the Board has power to correct assessments upon a showing of error. On the first Monday in July the assessment books are turned over to the State Controller, the tax is then due, and it is too late for corrections.

## PENALTIES

**First.**—"Any **COMPANY** failing or refusing to make and furnish any report prescribed in this act or rendering a false or fraudulent report shall be guilty of a misdemeanor and subject to a fine of not less than three hundred dollars and not exceeding five thousand dollars for each such offense."

**Second.**—"Any **PERSON** required to make, render, sign, or verify any report, who makes any false or fraudulent report, with intent to defeat or evade the assessment required by this act to be made, shall be guilty of a misdemeanor, and shall for each such offense be fined not less than three hundred dollars and not more than five thousand dollars, or be imprisoned not exceeding one year in the county jail of the county where said report was verified, or be subject to both such fine and imprisonment, at the discretion of the court."

**Third.**—In case of failure to render a report, the State Board of Equalization must make an arbitrary assessment, which will not be reviewed, and must be **DOUBLED** each succeeding year until a report is filed.

**1917**

**STATE OF CALIFORNIA**
**STATE TAXES**

# Report on General Corporate Franchises

REPORT OF THE
Wark Producing Corporation

TO THE

# State Board of Equalization

**OF CALIFORNIA**

*Filed* _____

*Assessed by Board* _____

**BASIS OF ASSESSMENT**

*Value of franchise* - $_____

*Tax at 1.2%* - - - $_____

*Entered on page*_____*of the Record of Assessment of State Taxes.*

This Report must be delivered to the **State Board of Equalization, State Capitol, Sacramento, California,** within ten days after the first Monday in March, 1917.

26585—11-9-16—50M

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY
Copy

8-6-17-80,000 (26-8899)
42 C. T.

**Corporations liable to taxation under Article IX-A of the Tax Law should not make this report.**

# This report is NOT to be made before October 31, 1917. When completed MAIL to State Tax Department, Albany, N. Y., to arrive not later than December 15, 1917.

**(SEE PENALTY NOTICE)**

As Treasurer of the

WARK PRODUCING CORPORATION

I make the following report of such Company for the year ending October 31, 1917, pursuant to the provisions of **Section 192**, Chapter 60 of Consolidated Laws:

(1) The last preceding report made by this Company to the State of New York under the provisions of the above acts was for the year ending October 31, 1916

(2) Organized December 25, 1915, under the laws of New York

(3) This company began business in the State of New York on September 5, 1916 19

(4) Authorized capital stock of Company 1500 Shares- No par value $

(5) Number of shares of stock *authorized:* **Common** 1500 **Preferred** None

(6) Number of shares of stock *issued:* **Common** 1500 **Preferred** None

(7) *Par value* of each share: **Common $** None **Preferred, $** None

(8) Amount paid into Treasury of Company on each share: **Common, $** 1500 shares- No par value

(9) Amount of Capital stock issued for cash or property except as in (10) (See remarks)

(10) Amount of Capital stock issued for good will, copyrights, brands, patents, trade-marks. formulæ, services, etc., other than cash or property as in (9) $

**Dividends made or declared during year ending October 31, 1917**

(11) Amount of **common stock** on which dividends were declared None $

(12) Amount and date of each dividend on **common stock** None

(13) Rate per cent per annum of dividends on **common stock** None

(14) Amount of **preferred stock** on which dividends were declared None $

(15) Amount and date of each dividend on **preferred stock** None

(16) Rate per cent per annum of dividends on **preferred stock** None

(17) Nature of **business** in State of New York and **how transacted** Exhibiton and exploitation of photoplay entitled "Intolerance"

(18) (*a*) **Place, street** and **number** where such business is conducted Room 807 Longacre Bldg.,1476 Broadway, New York

(*b*) **Where will mail reach the Company?** As above (Place, street and number)

(19) Give the exact location where **this corporation** maintained any store, warehouse, factory or place of business outside the State of New York None

(20) Highest **bona fide price** at which stock sold during the year ending October 31, 1917 None **Preferred, $** None **Common, $** None

(21) Lowest **bona fide price** at which stock sold during year ending October 31, 1917 **Preferred, $** **Common, $**

*All amounts inserted below should be for the year ending October 31, 1917*

**FOREIGN and DOMESTIC corporations must answer all paragraphs 24–37 inclusive. Property classified under paragraph 10, page 1, should not appear below.**

**IN NEW YORK STATE**

(22) Average value of **stock in trade** carried during the year $ 10,000.00

(23) Average monthly **bank and cash balance** employed during the year $ 17,000.

(24)† Average value of **bills and accounts receivable** during the year $ None

(25)* Average cash value of **shares of stocks** of other corporations doing business in the State of New York and owned by this Company during the year $ None

(26)‡ Average value of bonds, loans on call and other financial securities held, used or employed in New York during the year $ None

(27) Average value of all personal property other than heretofore mentioned during the year $ None

(28) Average **gross actual value of real estate** located in the State of New York and owned by this Company during the year $ None

(28a) Average assessed value of above real estate $ None

Location

Location

Location

**OUTSIDE NEW YORK STATE**

(29) Average value of **stock in trade** carried during the year $ 30,000.00

(30) Average monthly **bank and cash balance** employed during the year $ None

(31)† Average value of **bills and accounts receivable** during the year $ None

(32)* Average cash value of **shares of stocks** of other corporations owned by this corporation where such corporations are doing business wholly without the State of New York $ None

(33)‡ Average value of bonds, loans on call and other financial securities held, used or employed outside the State of New York during the year $ None

(34) Average value of personal property, other than heretofore mentioned during the year $ None

(35) Average **gross actual value of real estate** located **outside** the State of New York and owned by this Company during the year, and where situated $ None

(35a) Average assessed value of above real estate $ None

(In stating location, city or village or town **must be** given, with street and number)

**Total of assets above enumerated located in the State of New York during the year ending October 31, 1917** $ 27,000.

**Total of assets above enumerated located outside the State of New York during the year ending October 31, 1917** $ 30,000.

The word "average" wherever it appears in this report has its plain, ordinary significance; neither the highest amount nor the lowest, but the mean. The same method employed in determining average assets should be used in determining average liabilities.

† Bills and accounts receivable are generally located at the place from which the goods are shipped, provided the corporation there maintains **at its own expense** a place of business, including a store or warehouse. The residence of the debtor is of no importance.

* In answering Nos. 25 and 32, if the assets of the company whose stock is owned by your corporation are employed both "In" and "Outside" New York, an apportionment of your holdings may be made on the basis of employment.

‡ Assets in Nos. 26 and 33 should be considered as located wherever the same are held.

(36) AVERAGE LIABILITIES:

Bonds not secured by mortgage, average (See note below) $ 300,000.00

Mortgages, average $ None

Bills payable, average $

Accounts payab'e, average $

Other liabilities, **not including capital stock, average** as explained below $ 144,000.

**Total average liabilities** $ 444,000.

(37) Percentage of total assets of the Company employed in manufacturing by the Company in the State of New York during the year ending October 31, 1917, and in the sale of the products so manufactured None

(38) Are goods handled by you manufactured for you by others or bought for sale? No

(39) Do you operate a factory? No If so, where? No

REMARKS

This corporation owns but one asset- the negative of the motion picture photoplay "Intolerance"- from this negative positive prints are made and said prints are rented for exhibition throughout the United States.

X X In answering 9 and 10 some difficulty has been met- 1500 shares of stock were issued for the negative and positive prints of the photoplay "Intolerance" and all accessories and for the copyright thereof- no apportionment was made when issuing the stock.

Note- Total amount of authorized certificates of indebtedness of the company issued and outstanding. 20% of the $300,000 indebtedness was returned to the stockholders on Oct. 15,1917.

Officers Names:

Albert H.T. Banzhaf *President,* C. E. Sterrett *Secretary,*

None *Vice-President,* Al. S. Roth *Treasurer.*

The undersigned, being the ..... of the above Company, estimates and appraises the Capital Stock of said Company as follows:

1500 shares at ---------Ten ($10.) dollars

cents per share, amounting in the whole to $15,000.00 dollars

**In Witness Whereof,** I have set my hand this 14th day of December, 1917.

Treasurer

(*Official title*)

[Over]

Note.— Corporations paying six or more than six per centum on their ENTIRE issued capital stock need not appraise their capital stock; all others must appraise.

STATE OF NEW YORK,
County of ..... } ss.:

On this ..... day of ..... A. D. 191....., personally appeared before me, a Notary Public in and for the County of .....

....., of the above named Company, who, being duly sworn according to law, did depose and say that the foregoing report is just, true and correct and that it includes all dividends of any description declared by said Company during the year ending October 31, 1917, and that he has, according to his best knowledge and belief, appraised the Capital Stock of the Company as provided by statute, at not less than the average price at which it sold and not less than the difference between its assets and liabilities, exclusive of capital stock.

.....

.....

Sworn to before me the day and year aforesaid.

.....
*Notary Public.*

PENALTY NOTICE

Every corporation, association, joint-stock company, person or partnership failing to make the annual report required by this article, or failing to make any special report required by the commission, within any reasonable time to be specified by the commission shall forfeit to the people of the state the sum of one hundred dollars for every such failure, and the additional sum of ten dollars for each day that such failure continues. (Tax Law, section 197.)

**Form 42** 355752

# CAPITAL STOCK REPORT

## For Year Ending October 31, 1917, of

No. .....

Mark Producing Corp. Co.,

.....

.....

## Report Due on or before December 15th

**Duplicate copy should be kept for your files**
**All annexed statements must be sworn to thereon.**

No 1

Statement of D. W. Griffith for the
months of January and February 1917

| | | |
|---|---|---|
| Epoch Company, dividend for January, | $1200.00 | |
| Epoch Company, royalties for January, | 9532.96 | |
| Salary from Epcoh Company, week ending January 6th to and inclusive of week ending January 27th | 400.00 | |
| Salary from Majestic Co., week ending January 6th to and inclusive of week ending January 27th | 4000.00 | |
| Total income for January | $15132.96 | $15132.96 |
| Epoch Company, dividend for February, | $ 900.00 | |
| Epoch Company, royalties for February, | 7642.65 | |
| Salary from Epoch Company, week ending February 3rd to and inclusive of week ending February 24th | 400.00 | |
| Salary from Majestic Co., week ending February 3rd to and inclusive of week ending February 24th | 4000.00 | |
| Total income for February | $12942.65 | $12942.65 |
| Total income for January and February | | $28075.61 |
| 15% due Mrs. Griffith | $4211.34 | |
| Paid on account | 1600.00 | |
| Balance due Mrs. Griffith | $2611.34 | |

Paid ab.

STATEMENT OF D. W. GRIFFITH FOR THE MONTH OF MARCH 1917

---ooo---

| | | |
|---|---|---|
| Epoch Company, dividend for March, 1917 | | $1200.00 |
| Epoch Company, royalties for March | $13256.36 | |
| Less 10% per Bitzer contract | 1325.63 | 11930.73 |
| Salary from Epoch Company, week ending March 3 to and inclusive of week ending March 31 | | 500.00 |
| Salary from Majestic Co., week ending March 3 (last weekly salary paid under contract) | | 1000.00 |
| Received from Majestic and Triangle Companies on account of settlement of Fine Arts commissions and sale of Majestic and Triangle stock | | 25000.00 |
| Received from Triangle and Majestic Compaines on account of above settlement under date of March 12 | | 2000.00 |
| TOTAL INCOME FOR MARCH 1917 | | $41630.73 |
| 15% due Mrs. Griffith | $6244.60 | |
| Paid on account by check March | 800.00 | |
| Balance due Mrs. Griffith for March 1917 | | $5444.60 |

Paid a/c.

STATEMENT OF D. W. GRIFFITH FOR MONTH OF APRIL 1917.

---oOo---

| | | |
|---|---|---|
| Epoch Company, dividend for April 1917 | | $600.00 |
| Epoch Company, royalty for April | $6629.78 | |
| Less 10% per Bitzer contract | 662.97 | 5966.81 |
| Epoch Company, Salary week ending April 7th to and inclusive of week ending April 28th | | 400.00 |
| Total income for April 1917 | | $6966.81 |

| | | |
|---|---|---|
| 15% due Mrs. Griffith | $1045.02 | |
| Paid on account by check April 18th 1917 | 800.00 | |
| Balance due Mrs. Griffith for April 1917 | | $245.02 |

Paid AB.

STATEMENT OF D. W. GRIFFITH FOR MONTH OF MAY 1917.

| | | |
|---|---|---|
| Epoch Producing Corporation, dividend for May 1917 | | $1200.00 |
| Epoch Producing Corporation, royalties for May 1917 | $13682.08 | |
| Less 10% per Bitzer contract | 1368.206 | 12313.88 |
| Salary from Epoch Company, week ending May 5 to and inclusive of week ending May 26 1917 | | 400.00 |
| Received from Triangle and Majestic Compaines on account of settlement under dates of May 1, May 7, May 14, May 21, and May 28 1917 ($2000 per week) | | 10000.00 |
| TOTAL INCOME FOR MAY 1917 | | $23913.88 |
| 15% due Mrs. Griffith | $3587.08 | |
| Paid on account by check May 7 | 800.00 | |
| Balance due Mrs. Griffith for May 1917 | | $2787.08 |

Paid
a.B.

STATEMENT OF D. W. GRIFFITH FOR MONTH OF JUNE 1917.

| | | |
|---|---|---|
| Salary from Epoch Company, week ending June 2 1917 to and inclusive of week ending June 30th 1917 | | $500.00 |
| Received from Triangle and Majestic Companies on account of settlement under dates of June 4, June 11, June 18, and June 25 1917 | | 8000.00 |
| TOTAL INCOME FOR JUNE 1917 | | $8500.00 |
| 15% due Mrs Griffith | $1275.00 | |
| Paid on account by check June 10 | 800.00 | |
| Balance due Mrs. Griffith for June 1917 | | $475.00 |

Attorney for Mr. Griffith

Paid
A.B.

SUMMARY STATEMENT OF AMOUNTS DUE MRS. GRIFFITH
AS SHOWN BY MONTHLY STATEMENTS RENDERED
---oOo---

| | |
|---|---|
| As per statement for January and February 1917 | $2611.34 |
| As per statement for March 1917 | 5444.60 |
| As per statement for April 1917 | 245.02 |
| As per statement for May 1917 | 2787.08 |
| As per statement for June 1917 | 475.00 |
| | $11563.04 |

Paid
AB.

STATEMENT OF D. W. GRIFFITH FOR MONTH OF JULY 1917.

| | | |
|---|---|---|
| Salary from Epoch Companu, week ending July 7th 1917 to and inclusive of week ending July 28th 1917 | | $400.00 |
| Received from Triangle and Majestic Companias on account of settlement under dates of July 2, July 9, July 16, July 23, and July 30 1917 | | 10000.00 |
| Received from Wark Producing Corporation, interest on certificates of indebtedness due July 1st 1917 | | 1029.00 |
| TOTAL INCOME FOR JULY 1917 | | $11429.00 |
| 15% due Mrs. Griffith | $1714.35 | |
| Paid on account by check July 10 | 800.00 | |
| Balance due Mrs. Griffith for July 1917 | | $914.35 |

Attorney for Mr. Griffith

Note-Statements for May, June and July 1917 do not disclose receipts fo moneys which Mr. Griffith may have received abroad on account of picture now being made by him, account whereof will be made on his return.

Paid
AB.

STATEMENT OF D. W. GRIFFITH FOR MONTH OF AUGUST 1917.

| | | |
|---|---|---|
| Salary from Epoch Company, week ending August 4th 1917 to and inclusive of week ending September 1st 1917 | | $500.00 |
| Received from Triangle and Majestic Companies on account of settlement under dates of August 6, August 13, August 20, August 27 1917 | | 8000.00 |
| TOTAL INCOME FOR AUGUST 1917 | | $8500.00 |
| 15% due Mrs. Griffith | $1275.00 | |
| Paid on account by check August 7 | 800.00 | |
| Balance due Mrs. Griffith for August 1917 | | $475.00 |

Attorney for Mr. Griffith

NOTE- Statement for August 1917 does not disclose receipts of moneys which Mr. Griffith may have received abroad on account of picture now being made by him, account whereof will be made on his return.

Paid
AB.

STATEMENT OF D. W. GRIFFITH FOR MONTH OF SEPTEMBER 1917.

| | |
|---|---|
| Salary from Epoch Company, week ending September 8th 1917 to and inclusive of week ending September 29th | $400.00 |
| Received from Triangle and Majestic Companies on account of settlement under dates of September 3, September 10, September 17, September 24 1917 | 8000.00 |
| TOTAL INCOME FOR SEPTEMBER 1917 | $8400.00 |

| | | |
|---|---|---|
| 15% due Mrs. Griffith | $1260.00 | |
| Paid on account by check Sept. 9 | 800.00 | |
| Balance due Mrs. Griffith for September 1917 | | $460.00 |

Attorney for Mr. Griffith

NOTE- Statement for September 1917 does not disclose receipts of moneys which Mr. Griffith May have received abroad on account of picture now being made by him, account whereof will be made on his return.

Paid
AB.

STATEMENT OF D. W. GRIFFITH FOR MONTH OF OCTOBER 1917.

| | | |
|---|---|---|
| Salary from Epoch Company, week ending October 6 1917 to and inclusive of week ending October 27th 1917 | | $400.00 |
| Received from Triangle and Majestic Companies on account of settlement under dates of October 1st 1917 and October 8th 1917in full of balance due | | 4000.00 |
| Received from Wark Company (Intolerance) | | |
| Repayment of certificates of indebtedness | | |
| Repayment of account of loan-20% of $35000. | $7,000. | |
| On account of premium | 700. | |
| On account of interest to Oct.15 | 612.50 | |
| | $1312.50 | |
| Note: J. E. Barry claims 5% of these certificates and income for procuring investments | 65.62 | 1247.88 |
| TOTAL INCOME FOR OCTOBER 1917 | | $5647.88 |

| | |
|---|---|
| 15% due Mrs. Griffith | $847.18 |
| Paid on account by check Oct. 9 | 800.00 |
| Balance due Mrs. Griffith for October 1917 | $47.18 |

Attorney for D.W.Griffith

Paid a.B.

STATEMENT OF D. W. GRIFFITH FOR MONTH OF NOVEMBER 1917.

| | | |
|---|---|---|
| Salary from Epoch Company, week ending November 3 1917 to and inclusive of week ending November 24th 1917 | | $400.00 |
| War Picture salary, week ending November 10th 1917 to and inclusive of week ending November 24th 1917 | | 6000.00 |
| Nov. 1 1917-Epoch Producing Corporation, dividend for October 1917 | | 600.00 |
| Epoch Producing Corporation, royalties for October 1917 | $3141.92 | |
| Less 10% per Bitzer contract | 314.19 | 2827.71 |
| TOTAL INCOME FOR NOBEMBER 1917 | | $9827.71 |

| | | |
|---|---|---|
| 15% due Mrs. Griffith | $1474.15 | |
| Paid on account by check Nov. 5 | 800.00 | |
| Balence due Mrs. Griffith for November 1917 | | $674.15 |

Attorney for Mr. Griffith

Paid
aB.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

STATEMENT OF D. W. GRIFFITH FOR MONTH OF DECEMBER 1917.

| | |
|---|---|
| Salary from Epoch Company, week ending December 1 1917 to and inclusive of week ending December 29th 1917 | $500.00 |
| War picture salary, week ending December 1 1917 to and inclusive of week ending December 29th 1917 | 10000.00 |
| TOTAL INCOME FOR DECEMBER 1917 | $10500.00 |

| | | |
|---|---|---|
| 15% Due Mrs. Griffith | $1575.00 | |
| Paid on account by check Dec. 17 | 800.00 | |
| Balance due Mrs. Griffith for December 1917 | | $775.00 |

Attorney for Mr. Griffith

Paid
atb.

SUMMARY STATEMENT OF AMOUNTS DUE MRS. GRIFFITH
AS SHOWN BY MONTHLY STATEMENTS RENDERED

---oOo---

| | |
|---|---|
| As per statement for July 1917 | $914.35 |
| As per statement for August 1917 | 475.00 |
| As per statement for September 1917 | 460.00 |
| As per statement for October 1917 | 47.18 |
| As per statement for November 1917 | 674.15 |
| As per statement for December 1917 | 775.00 |
| | $3345.68 |

Add:

| | |
|---|---|
| Salary received from Mark Producing Corporation while Mr. Griffith was abroad, 8 weeks at $225 per week - - $1800. 15% due Mrs. Griffith - - - - - - - | 270.00 |
| | $3615.68 |

Paid.
AB.

SUPPLEMENTAL STATEMENT FOR SIX MONTHS ENDING DEC.31,1917.

NOVEMBER

| | | |
|---|---|---|
| Received on account Royalties, Epoch Company | $7012.26 | |
| Less 10% per Bitzer contract | 701.22 | |
| | $6311.04 | |
| 15% due Mrs. Griffith | | $946.65 |

- - - - - - - - - - -

OCTOBER

| | | |
|---|---|---|
| Received on account Royalties, Epoch Company | $3000.00 | |
| Less 10% per Bitzer contract | 300.00 | |
| | $2700.00 | |
| 15% due Mrs. Griffith | | 405.00 |

- - - - - - - - - - - -

DECEMBER

| | | |
|---|---|---|
| Received from Wm. H. Clune, on account of Royalties from Birth of a Nation, Avenging Conscience, and The Escape, State of California, for year 1917 | $4000.00 | |
| 15% due Mrs. Griffith | | 600.00 |
| Received from F-4 Corporation, interest on certificates of indebtedness | 25.00 | |
| 15% due Mrs. Griffith | | 3.75 |
| Total due Mrs. Griffith | | $1955.40 |

Less:

| | |
|---|---|
| Salary received on account of War Picture in November 1917, accounted for to Mrs. Griffith on basis of $6000. and whereas only $5000. was received, and therefore overpayment on $1000. made 15% of overpayment on $1000. | 150.00 |
| Net balance due Mrs. Griffith, subject to income tax adjustment for year 1917 | $1805.40 |

A.H.W.B.
Attorney for Mr. Griffith

$1805.40
not paid
pending adjustment Tax

Received Legal Expenses 1915-48

D. W. GRIFFITH'S ACCOUNT

| | | |
|---|---|---|
| Salary from Majestic Motion Picture Co. received during year 1917, beginning with week ending Jan. 6 and ending week ending March 3rd | | $9000. |
| Salary from Epoch Producing Corp. beginning week ending Jan. 6 and ending week ending December 28th | | 5200. |
| Royalties from Epoch Producing Corporation from January to December, both inclusive | | 68920'70 |
| Salary from Wark Producing Corporation while in London, 8 weeks at $225. per week | | 1800. |
| Salary from War Picture commencing week ending Nov. 10 1917 to and including week ending December 29 1917 at $2000 per week | | 16000. |
| Settlement Majestic-Triangle commissions and stock accounts, received in cash during year | $75000. | |

for which Mr. Griffith sold $40000 par value Majestic M.P.Co. stock and $82,500 par value Triangle Film Corp. stock, and received in return 300 shares of Wark Producing Corp. stock, no par value and Series B Notes of the Triangle Distributing Corp., par value $36844. and cash indebtedness of Wark Producing Corp. to Majestic M.P. Co. of $13,156; also all other indebtedness of the Wark Co. to the Majestic Co. arising prior to March 1 1917, value questionable, not paid; also indebtedness of the Wark Producing Corp. to Triangle Film Corp. deferred payment of $10000.

Said Series B Notes of the Triangle Distributing Corporation were sold on December 11 1917 for $23943.60.

Mr. Griffith paid for surety Co. bond on account of sale of lost certificate of Majestic M.P.Co. $1500.

Interest received from Central Trust Co. during year 1917 on bank balance 88.35

450.56

532.91

68,920.70 5 %

8 8,446.35 Long Cash & Bankers

For Long Cash B 66.41

599.42

GRIFFITH PERSONAL ACCOUNT

| | | |
|---|---|---|
| Dec. 26 1916 | | $8000.00 |
| Jan. 13 1917 | | 5000.00 |
| Feb. 5 1917 | | 12000.00 |
| Mar. 3 1917 | | 9000.00 |
| Apr. 10 1917 | ($10000. to Mrs. G.<br>( 1000. to Posner<br>( 200. to Ruth Griffith ) | 11200.00 |
| April 18 1917 | | 800.00 |
| May 1 1917 | (Premium on bond for lost certificate of Majestic Co.) | 1500.00 |
| May 3 1917 | | 7800.00 |
| May 19 1917 | (Gish Automobile) | 957.50 |
| May 29 1917 | (Banzhaf services) | 479.65 |
| June 1 1917 | (Bitzer) War Picture | 1000.00 |
| June 6 1917 | | 10300.00 |
| June 14 1917 | (Debrie printer) War Picture | 650.00 |
| June 23 1917 | (Bitzer) War Picture | 250.00 |
| June 25 1917 | (Epping) War Picture | 150.00 |
| June 30 1917 | (Bitzer) " " | 250.00 |
| June 30 1917 | (American Express Co.) War Picture | 32.75 |
| July 7 1917 | (Bitzer) War Picture | 250.00 |
| July 9 1917 | | 14550.00 |
| July 9 1917 | Western Union (Cable and telegraph bills) War Picture | 40.00 |
| July 14 1917 | (Ralph DeLacy) War Picture | 76.00 |
| July 14 1917 | (Bitzer) War Picture | 250.00 |
| July 21 1917 | (Bitzer) War Picture | 250.00 |
| July 21 1917 | (DeLacy) War Picture | 38.00 |
| July 28 1917 | (Bitzer) War Picture | 250.00 |
| July 28 1917 | (DeLacy) War Picture | 78.00 |
| Aug. 1 1917 | (A.J.Woodruff-customs duties, etc.) War picture | 63.85 |
| Aug. 4 1917 | (Bitzer) War Picture | 250.00 |
| Aug. 4 1917 | (DeLacy) | 78.00 |
| Aug. 4 1917 | | 800.00 |

GRIFFITH PERSONAL ACCOUNT

| | | |
|---|---|---|
| Dec. 26 1916 | | $8000.00 |
| Jan. 13 1917 | | 5000.00 |
| Feb. 5 1917 | | 12000.00 |
| Mar. 3 1917 | | 9000.00 |
| Apr. 10 1917 | ($10000. to Mrs. G. )<br>( 1000. to Posner )<br>( 200. to Ruth Griffith ) | 11200.00 |
| April 18 1917 | | 800.00 |
| May 1 1917 | (Premium on bond for lost certificate of Majestic Co.) | 1500.00 |
| May 3 1917 | | 7800.00 |
| May 19 1917 | (Gish Automobile) | 953.50 |
| May 29 1917 | (Banzhaf services) | 479.65 |
| June 1 1917 | (Bitzer) War Picture | 1000.00 |
| June 6 1917 | | 10300.00 |
| June 14 1917 | (Debrie printer) War Picture | 650.00 |
| June 23 1917 | (Bitzer) War Picture | 250.00 |
| June 25 1917 | (Epping) War Picture | 150.00 |
| June 30 1917 | (Bitzer) " " | 250.00 |
| June 30 1917 | (American Express Co.) War Picture | 32.75 |
| July 7 1917 | (Bitzer) War Picture | 250.00 |
| July 9 1917 | | 14550.00 |
| July 9 1917 | Western Union (Cable and telegraph bills) War Picture | 40.00 |
| July 14 1917 | (Ralph DeLacy) War Picture | 76.00 |
| July 14 1917 | (Bitzer) War Picture | 250.00 |
| July 21 1917 | (Bitzer) War Picture | 250.00 |
| July 21 1917 | (DeLacy) War Picture | 38.00 |
| July 28 1917 | (Bitzer) War Picture | 250.00 |
| July 28 1917 | (DeLacy) War Picture | 78.00 |
| Aug. 1 1917 | (A.J.Woodruff-customs duties, etc.) War picture | 63.85 |
| Aug. 4 1917 | (Bitzer) War Picture | 250.00 |
| Aug. 4 1917 | (DeLacy) | 78.00 |
| Aug. 4 1917 | | 800.00 |

| | | |
|---|---|---|
| Aug. 9 1917 | (Banzhaf services) | $303.70 |
| Aug. 9 1917 | (Bidwell) War Picture | 686.00 |
| Aug. 11 1917 | (Bitzer) War Picture | 250.00 |
| Aug. 17 1917 | (DeLacy) War Picture | 78.00 |
| Aug. 16 1917 | (Bidwell) War Picture | 172.00 |
| Aug. 16 1917 | (Bitzer) War Picture | 250.00 |
| Aug. 16 1917 | (Altschuler) War Picture | 200.00 |
| Aug. 22 1917 | (Bidwell) War Picture | 172.00 |
| Aug. 25 1917 | (Bitzer) War Picture | 250.00 |
| Aug. 25 1917 | (Altschuler) War Picture | 200.00 |
| Sept. 1 1917 | (Altschuler) War Picture | 200.00 |
| Sept. 1 1917 | (Bitzer) War Picture | 250.00 |
| Sept. 1 1917 | (Bidwell) War Picture | 597.10 |
| Sept. 6 1917 | (Bidwell) War Picture | 332.00 |
| Sept. 6 1917 | | 800.00 |
| Sept. 7 1917 | (Bitzer) War Picture | 250.00 |
| Sept. 8 1917 | (Altschuler) War Picture | 200.00 |
| Sept. 15 1917 | (Altschuler) War Picture | 200.00 |
| Sept. 15 1917 | (Bitzer) War Picture | 250.00 |
| Sept. 15 1917 | (Banzhaf services) | 410.05 |
| Sept. 22 1917 | (Altschuler) War Picture | 200.00 |
| Sept. 22 1917 | (Bitzer) War Picture | 250.00 |
| Sept. 29 1917 | (Altschuler) War Picture | 200.00 |
| Sept. 29 1917 | (Bitzer) War Picture | 250.00 |
| Oct. 6 1917 | (Bitzer) War Picture | 250.00 |
| Oct. 6 1917 | (Altschuler) War Picture | 200.00 |
| Oct. 9 1917 | | 800.00 |
| Oct. 13 1917 | (Bitzer) War Picture | 250.00 |
| Oct. 13 1917 | (Altschuler) War Picture | 200.00 |
| Oct. 13 1917 | (Bidwell) War Picture | 221.00 |
| Oct. 18 1917 | N.Y.Life Insurance premium | 1893.00 |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

| | | |
|---|---|---|
| Aug. 9 1917 | (Banzhaf services) | $303.70 |
| Aug. 9 1917 | (Bidwell) War Picture | 686.00 |
| Aug. 11 1917 | (Bitzer) War Picture | 250.00 |
| Aug. 17 1917 | (DeLacy) War Pictures | 78.00 |
| Aug. 16 1917 | (Bidwell) War Picture | 172.00 |
| Aug. 16 1917 | (Bitzer) War Picture | 250.00 |
| Aug. 16 1917 | (Altschuler) War Picture | 200.00 |
| Aug. 22 1917 | (Bidwell) War Picture | 172.00 |
| Aug. 25 1917 | (Bitzer) War Picture | 250.00 |
| Aug. 25 1917 | (Altschuler) War Picture | 200.00 |
| Sept. 1 1917 | (Altschuler) War Picture | 200.00 |
| Sept. 1 1917 | (Bitzer) War Picture | 250.00 |
| Sept. 1 1917 | (Bidwell) War Picture | 597.10 |
| Sept. 6 1917 | (Bidwell) War Picture | 332.00 |
| Sept. 6 1917 | | 800.00 |
| Sept. 7 1917 | (Bitzer) War Picture | 250.00 |
| Sept. 8 1917 | (Altschuler) War Picture | 200.00 |
| Sept. 15 1917 | (Altschuler) War Picture | 200.00 |
| Sept. 15 1917 | (Bitzer) War Picture | 250.00 |
| Sept. 15 1917 | (Banzhaf services) | 410.05 |
| Sept. 22 1917 | (Altschuler) War Picture | 200.00 |
| Sept. 22 1917 | (Bitzer) War Picture | 250.00 |
| Sept. 29 1917 | (Altschuler) War Picture | 200.00 |
| Sept. 29 1917 | (Bitzer) War Picture | 250.00 |
| Oct. 6 1917 | (Bitzer) War Picture | 250.00 |
| Oct. 6 1917 | (Altschuler) War Picture | 200.00 |
| Oct. 9 1917 | | 800.00 |
| Oct. 13 1917 | (Bitzer) War Picture | 250.00 |
| Oct. 13 1917 | (Altschuler) War Picture | 200.00 |
| Oct. 13 1917 | (Bidwell) War Picture | 221.00 |
| Oct. 18 1917 | N.Y.Life Insurance premium | 1893.00 |

| | | |
|---|---|---|
| Oct. 19 1917 | (Robert Harron) War Picture | $300.00 |
| Oct. 20 1917 | (Altschuler) War Picture | 200.00 |
| Oct. 20 1917 | (Bitzer) War Picture | 250.00 |
| Oct. 23 1917 | (Barry) War Picture | 1702.77 |
| Oct. 23 1917 | (Lillian Gish) War Picture | 745.00 |
| Oct. 23 1917 | (Dorothy Gish) War Picture | 1675.00 |
| Oct. 23 1917 | (Shirts and Club Dues) | 85.00 |
| Oct. 24 1917 | (Willard Griffith) | 200.00 |
| Oct. 27 1917 | (Altschuler) War Picture | 200.00 |
| Oct. 27 1917 | (Robert Harron) War Picture | 300.00 |
| Nov. 1 1917 | | 800.00 |
| Nov. 22 1917 | (Banzhaf services) | 361.69 |
| Dec. 17 1917 | | 800.00 |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

| | | |
|---|---|---|
| Oct. 19 1917 | (Robert Harron) War Picture | $300.00 |
| Oct. 20 1917 | (Altschuler) War Picture | 200.00 |
| Oct. 20 1917 | (Bitzer) War Picture | 250.00 |
| Oct. 23 1917 | (Barry) War Picture | 1702.77 |
| Oct. 23 1917 | (Lillian Gish) War Picture | 745.00 |
| Oct. 23 1917 | (Dorothy Gish) War Picture | 1675.00 |
| Oct. 23 1917 | (Shirts and Club Dues) | 85.00 |
| Oct. 24 1917 | (Willard Griffith) | 200.00 |
| Oct. 27 1917 | (Altschuler) War Picture | 200.00 |
| Oct. 27 1917 | (Robert Harron) War Picture | 300.00 |
| Nov. 1 1917 | | 800.00 |
| Nov. 22 1917 | (Banzhaf services) | 361.69 |
| Dec. 17 1917 | | 800.00 |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

1918

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT

[illegible] Broadway, N. Y.

1918 JAN 1 AM 5 26

A93CH 68 NL

LOS ANGELES CALIF 31

A H T BANZHAF 9062

2 RECTOR ST NEW YORK NY

ELECTRIC GENERATORS HERE AND WILL BE INSTALLED THIS WEEK OVER HALF KLIEGELS HERE ALSO SIX COOPER HEWITT FLOOR BANKS STOP THIS LEAVES YET TO COME AS FOLLOWS OVERHEAD COOPER HEWITT SKY LIGHTS AS ORDERED FOUR COOPER HEWITT ELEVATORS FOUR FOOT LIGHTS BANKS ONE FLOOR BANK EIGHT SKY LIGHTS STOP TEN SINGLE AND FOUR DOUBLE KLIEGS THOMPSON SAYS INSTALLATION WILL BE COMPLETED PER SCHEDULE SUBMITTED TO YOU HOLIDAY GREETINGS

E C BIDWELL.

Folio _____ **MONTHLY STATEMENT**

New York, Jan.1, 1918 191

D W Griffith

Long Acre Bldg.

**To The Morning Telegraph, Dr.**
**Eighth Avenue and 50th Street**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Dec | 23 | *To Account Rendered* | 1029 | 1 | @ | 300 | 00 |

Rchgd War Picture
M Barzhaf

Charge D W G Co

PAID JAN 7 - 1918
Check No. 1552

# The State of Delaware.

OFFICE OF SECRETARY OF STATE, DOVER, DELAWARE

D. W. G. Corporation

TERMS CASH. **Debtor to EVERETT C. JOHNSON, Secretary of State.**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Jan 1, | 19 18 | *To receiving, filing and indexing Annual Report under Corporation Tax Law* | | $2 | 00 | | |

*Annual Report received with fee for same.*

Everett C. Johnson

*Secretary of State.*

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

January 1st 1918

D. W. G. CORPORATION,

-To-

ALBERT H.T.BANZHAF, DR.

- - - - - - - - - - - - - - - - - - - - - - - - - - - -

| | |
|---|---|
| Telegrams for November and December 1917 (Chargeable to War Picture) | $60.20 |
| Incidental expenses, fares, etc., | 6.30 |
| | $66.50 |

Newyork Check 100

Received Payment
JAN 1 1918
A H T Banzhaf Jr

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART

TELEPHONES:
HOME 23816
MAIN 3810

DR. HARLEY E. MACDONALD
PHYSICIAN AND SURGEON
OFFICE AND SANITARIUM
1521 SO. HOPE STREET
COR. SIXTEENTH AND HOPE ST.
LOS ANGELES, CALIFORNIA

Jan. 1/'18.

Mr. D. W. Griffith
Los Angeles, Cal.

Dear Sir:

Why not have an amateur night in moving pictures?

Let some lawyer or preacher do the directing; some preacher or business man to choose the actors from his flock & I will write the scenario and I'll promise you something new in pictures. For instance I'll make it so plain every man woman & child old & young of all nations can understand it. There will be no Explanatory notes heads or sub-heads & the ability to read English quickly will not be necessary. There are a hundred thousand yes three hundred thousand theatre goers in this country who

TELEPHONES:
HOME 23816
MAIN 3810

DR. HARLEY E. MACDONALD
PHYSICIAN AND SURGEON
OFFICE AND SANITARIUM
1521 SO. HOPE STREET
COR. SIXTEENTH AND HOPE ST.
LOS ANGELES, CALIFORNIA

Cannot understand your picture, Then the audience will contribute their share to the entertainment, the picture will be a contest that will divide the audience almost if not quite equally & there will be some rooting, - thus taking advantage of the only advantage the movie has over the legitimate - it is impossible to annoy the actors. There will be two heroes - a man and a woman, a fat man & a ~~thin~~ thin one or if you prefer & could accomplish the ~~same~~ same purpose by using two ready made heroes like Fatty & Charlie, These heroes will box, wrestle, fight or run a race or run after a potato or a girl or do something to draw out the audience.

Any other new ideas

Good luck

H. E. MacDonald M.D.

Now here many time, represented the past & by not imagine the future in your mind picture?

TELEPHONES:
HOME 23816
MAIN 3810

DR. HARLEY E. MACDONALD
PHYSICIAN AND SURGEON
OFFICE AND SANITARIUM
1521 SO. HOPE STREET
COR. SIXTEENTH AND HOPE ST.
LOS ANGELES, CALIFORNIA

P.S.

If you desire I'll gladly explain to you sometime why I think the future is a much larger field for the screen than the past or present & why of the numberless possibilities of the future as a field, in the most gorgeous picture of the screen, will most probably be laid in Lima, Peru.

Under separate cover I am sending you an unpublished paper of mine with some 60 original if not clever ideas. If you are thinking of making the subject of your next endeavor to be Peace or "The New World" you may find some suggestion in this paper that will be of value to you. If so you are welcome to it.

Skip the first three pages.

Mac

TELEPHONES:
HOME 23816
MAIN 3810

DR. HARLEY E. MACDONALD
PHYSICIAN AND SURGEON
OFFICE AND SANITARIUM
1521 SO. HOPE STREET
COR. SIXTEENTH AND HOPE ST.
LOS ANGELES, CALIFORNIA

P.S. No II

So sure as the sun will rise tomorrow morning in the movies of the future the spoken words of the actors will be audible, intelligible, & natural through the use of the phonograph. Why not you be the one to perfect it? Every actor can remember his spoken words during the day & he can pronounce them again in the evening into a recording phonograph. All you need now is a trained operator, & with the Edison people out to your studio & they will do the rest.

H. E. Mac

TELEPHONES:
HOME 23816
MAIN 3810

DR. HARLEY E. MACDONALD
PHYSICIAN AND SURGEON
OFFICE AND SANITARIUM
1521 SO. HOPE STREET
COR. SIXTEENTH AND HOPE ST.
LOS ANGELES, CALIFORNIA

P.S. No. III

In the future people will run into moving pictures shows for a few minutes at any time & get their money's worth. This means that even dramas (except for an occasional pretentious show as you now produce) will be made up of a series of interesting episodes each of which will be enjoyed when standing alone or a show will be made up of a series of one reel films. This will probably put on the nonpaying basis the long drama just as the vaudeville with its bill of many turns has become the most profitable show on the stage. Only more so as the vaudeville has never been appreciated for its ability to give its money's worth in a few minutes because we dislike to interrupt the actors by continually coming and going but as said before screen actors cannot be annoyed.

You are to be congratulated on making the play not the actors the drawing card.

Rec'd Sept 7
my Friend Baxter
Richardson

Chas
Pittsburg

Boston
Chicago Feb
2d.

TELEPHONES:
HOME 23816
MAIN 3810

DR. HARLEY E. MACDONALD
PHYSICIAN AND SURGEON
OFFICE AND SANITARIUM
1521 SO. HOPE STREET
COR. SIXTEENTH AND HOPE ST.
LOS ANGELES, CALIFORNIA

P.S. No IV

There is some justification for the Teachers & Educators' objection to children attending the average picture show. They cannot understand the reason for the extreme actions altho they may be justified & the actors as a rule are of an age so divergent from theirs that the show is not appreciated or enjoy to see and be with people of our own age, because our ideas & activities are similar.

A great show should be made for children only & the actors should be children only. The same may be said of old men.

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT

T25GS U 50 NL

LOSANGELES CALIF JAN 2 1918

A H T BANZHAF

9303

2 RECTOR ST NEWYORK

GARBUTT REFUSES TO DISCOUNT NOTE OR ENDORSE IT STOP WHAT SHALL I DO EXPLAIN TO ZUKOR URGENT NEED ANSWER QUICK STOP ALSO WHAT IS TO BE DONE ABOUT PUBLICITY AS NOTHING IS HAPPENING AT PRESENT HAVE YOU HEARD ABOUT FILM FROM EUROPE ALSO ARE YOU SENDING PROJECTION MACHINES HERE

D W GRIFFITH

520AM JAN 3

Form 1207

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | X |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.


# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

JANUARY 2 1918 191

To D W GRIFFITH

Street and No. HOTEL ALEXANDRIA

Place LOSANGELES CALIF

ASK YOUR BANK TO DISCOUNT NOTE AT REGULAR RATE OF INTEREST IF THEY WILL NOT DO THIS WIRE IMMEDIATELY GARBUTT SHOULD NOT ENDORSE SAME BUT HIS BANK SHOULD HAVE DISCOUNTED NOTE WITHOUT ~~TXXXXXXX~~ TROUBLING YOU REGARDING PUBLICITY ADVISE THAT YOU WIRE MITCHEL TO TAKE CARE OF SAME AND SEND HIM ALL DATA HE UNDERSTANDS YOUR WANTS BETTER THAN ANYONE ELSE HERE AND ASIDE FROM OTHER CRITICISMS HE HAS ALWAYS EXPLOITED YOU ABOVE EVERTHING ELSE NO WORD FROM EUROPE DO YOU REFER TO OUR NEW MACHINES OR TO SIMPLEX OURS NOT READY FOR SIX WEEKS USED SIMPLEXES CAN BE SENT AT ONCE

BANZHAF

SENDER'S ADDRESS FOR ANSWER

SENDER'S TELEPHONE NUMBER

Form 2289

# WESTERN UNION NIGHT LETTER

GEORGE W. E. ATKINS, VICE-PRESIDENT — NEWCOMB CARLTON, PRESIDENT — BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

SEND the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

JANUARY 2 1918

D W GRIFFITH HOTEL ALEXANDRIA LOSANGELES CALIF
HAD INTERVIEW WITH ZUKOR TODAY HE SENDS SEPARATE WIRE WHICH
EXPLAINS ITSELF HE IS ANXIOUS TO KNOW NATURE OF YOUR ARTCRAFT
STORY AND APPROXIMATE DATE OF RELEASE AND ALSO HOW SOON OTHERS
WILL FOLLOW IN COMPLETION WILL ADVISE YOU FURTHER AFTER INTERVIEW
WITH THEM ON RECEIPT OF YOUR ANSWER TO THEIR WIRE REMEMBER
THAT RENT FOR STUDIO AND YOUR AUTO HIRE HAS BEEN PAID IN ADVANCE
AND ALTHOUGH AT PRESENT CHARGED TO WAR PICTURE IS NOT PROPERLY
SO CHARGEABLE EXCEPT ACTUAL TIME OCCUPED BY WAR PICTURE LIKEWISE
AS TO ELECTRICAL EQUIPMENT ADJUSTMENTS FOR WHICH CAN BE MADE
LATER AND CHARGED TO SUBSEQUENT PICTURES THEY KNOW NOTHING
ABOUT THIS AT PRESENT

BANZHAF

# WESTERN UNION TELEGRAM

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT 195 Broadway, N.Y.

U12GS CDD 14NL

LOSANGELES CALIF JA N 3 1918

War P

A H T BANZHAF

2 RECTOR ST NEWYORK NY 9112

SEND FIFTEEN THOUSAND TO MY ACCOUNT FIRST NATIONAL LOSANGELES
TO COVER THIS WEEKS EXPENSES

D W GRIFFITH

337A

(73)

Copia

Torino lì 3 Gennaio 1918

SPETT. WARK PRODUCING CORPORATION

DI LONG ACRE - NEW-YORK

LONDON

10 Bury Street St. James

Ci pregiamo confermarvi la nostra lettera del 21 Novembre, trasmessavi a mezzo del nostro Agente Signor Carlo J. Donada, il quale ci ha comunicato che voi avete accensentito a tenere in sospeso il pagamento delle ultime duemila lire sterline fino a quando il cambio sarà diventato un po' più normale. Di questa vostra accendiscenza vi ringraziamo.

Vi informiamo intanto che abbiamo rimesso al Signor Donada le 400 sterline a copertura delle quattro copie di INTOLERANCE giunte in Bond a Londra, e speriamo che a quest'ora egli vi avrà già fatto il pagamento e voi gli avrete consegnato le copie che a noi urgano assai.

Come avrete visto da qualche copia di giornali Italiani che noi vi abbiamo inviati al Signor Donada e che questi certamente vi avrà sottoposto, è imminente la programmazione di INTOLERANCE IN ITALIA

Abbiamo avuto un lavoro assai lungo di preparazione per i titoli ed i tagli che si sono resi necessari sopratutto per l'approvazione della censura, che ci voleva proibire senz'altro tutta la film.

Fortunatamente siamo riusciti presentando un buon ricorso e cercando poggi e raccomandazioni, ad ottenere l'approvazione, a condizione che fossero tagliate alcune scene e modificati i titoli della parte moderna, e tagliate alcune scene del Tempio dell'Amore e dell'ultimo baccanale di Babilonia

Questo fatto, e tutto il lavoro relativo, ci portò però un ritardo enorme, di modo che solamente in questi giorni abbiamo potuto iniziare il montaggio delle quattro copie che ci avete spedite precedentemente.

Ma qui grande fu il nostro dolore e la nostra meraviglia quando constatammo che queste copie non sono conformi al campione da voi rimesseci.

Già vi avevamo fatto comunicare dal signor Donada che questo campione non era del tutto conforme alla copia proiettata al

DRURY LANE e che il nostro signor Cazzulino aveva vista a Londra.
Il signor Donada ci aveva scritto di avervi comunicato questo e che voi vi eravate impegnati di far curare in modo speciale la stampa delle copie ordinate, perché riuscissero del tutto identiche alle copie che proiettavate voi in Inghilterra.

Ed ora dobbiamo invece constatare che le copie sono enormemente peggiori del campione.

Eravamo assai lontani dall'immaginare che una Casa Americana, dell'importanza della vostra, trascurasse così i particolari principali per il buon successo di una film dell'importanza di INTOLERANCE.

Noi abbiamo fatto qualche contratto per lo sfruttamento di questa film ed eravamo in trattative coi principali Teatri Italiani per iniziare nel mese di Gennaio le programmazioni.

Ora immaginate voi quale fu la nostra meraviglia nel vedere; montando le copie con titoli italiani, che queste mancano di tutti i viraggi nelle scene principali e che erano parte assai importante nell'effetto delle medesime.

Abbiamo tentato ugualmente di fare i contratti già iniziati nei teatri, ma, una film così perde almeno del 50% del suo effetto e perciò nessun impresario di Teatro è disposto a programmarla. Siamo costretti a metterla la film in programma in un Cinematografo, come uno spettacolo quasi normale.

Il danno nostro è immenso, perché ne avverrà certamente un insuccesso completo, e noi ci troveremo con una perdita assai rilevante sul prezzo d'acquisto, senza contare gli utili che noi calcolavamo di avere da questo affare e che vi vediamo così a sfumare completamente.

Oltre a questo vi è il danno morale della nostra Ditta, per il mancato successo del film, perché il nostro Titolare perderà il suo prestigio di forte importatore di films, estere in Italia e dopo gli elogi ed i pregi ch'egli vantava alla vostra film, sarà calcolato come un cattivo conoscrito della produzione.

In Italia abbiamo delle Case di Stampa assai perfezionate, ed il nostro Pubblico è abituato ad ammirare in tutte le films, fosserò pure della più inferiore Casa di produzione, delle scene con effetti di luce meravigliosi e viraggi perfetti. Come ci sarà possibile far accettare la vostra film nella quale, il diffetto principale è appunto quello?.

Lo stesso signor Griffith aveva giudicato necessario fare tali effetti e viraggi, indispensabili alla completa perfezione del lavoro. Dunque perché questo si fa per le copie ch'egli presenta per campioni e si trascura di farlo per quelle che egli vende?.

Prima di farvi tale reclameo, noi ce siamo rivolti alla primaria Casa di Stampa e cioè all'Ing. A. POUCHAIN proprietario delle USINES BIAK di Torino e Roma

Abbiamo sottoposto a Lui ed ai suoi Tecnici il campione della vostra films e le copie inviateci, facendo fare da essi un confronto.

Il risultato fu, che noi avremmo potuto senz'altro, rifiutarvi le copie, e chiedervi la risuluzione del contratto, perchè la merce fornita non era conforma al campione, chiedendovi il risargimento dei danni.

Non abbiamo fatto questo perchè noi siamo alieni dal fare cause e prima preferiamo tentare ogni mezzo per un'amichevole accomodamento

Perciò vi preghiamo di volerci dire se intendete anche voi di risolvere amichevolmente la suestione.

Inutile dirvi che se non cercherete di venire un'accomodamento amichevole, noi cercheremo con tutti i mezzi che la legge ci accorda di tutelare i nostri interessi.

Vi facciamo sin d'ora le più ampie riserve per le quattro copie che sono in viaggio e che verificheremo appena giunte.

Foglio 3°

Vi sollecitiamo intanto l'invio dell'ultima che vi ordinammo a mezzo Signor Donada, per la quale appena giunta in Bond vi faremo versare dal Signor Donada l'importo convenuto.

In attesa di leggervi in merito a quanto sopra, distintamente vi salutiamo.

Firmato:

DOMENICO CAZZULINO

Ps. Per maggior vostra comodità preghiamo il signor Donada di farvi la traduzione in lingua inglese di questa ~~xxxxxx~~ lettera

Jan 3rd 1918.

Messrs. Wark Broducing Co.
London.

Dear Sirs,

We beg to confirm our letter of Nov 21st,1917, sent to you through Mr. C.J.Donada, who has informed us that you have kindly consented to hold up for the time being, the payment of the last two thousand pounds until such time when the exchange will be a little more normal, and for this we are extremely obliged to you. At the same time we beg to inform you that we have remitted to Mr. Donada £400 in payment of the four copies of "INTOLERANCE" which have just arrived, and we hope that in the meantime he has already remitted you this money and that you have given him the copies for which we are in urgent need.

As you will have seen from the copies of Italian papers which we have sent to Mr.Donada, who has undoubtedly shown them to you, the release of "INTOLERANCE" in Italy is imminent.

We have had a considerable amount of work in preparing the titles and cuttings the film, which has been absolutely essential in order to obtain the approval of the Censor, who was on the point of prohibiting the exhibition of the film. We have however, been lucky in obtaining support and recommendation from high officials, whose influence induced the censor to force us to modify a few titles and cut some scenes of the modern story, as well as of the Temple of Love only.

This work has delayed immensely our programme and we are only just now in a position to prepare the 4 additional copies which you have sent us. Our disappointment was intense when we found that these copies were not the same as the sample previously sent us.

We ~~xxx~~ had already informed Mr. Donada that the sample sent us was not the same as the one which our Mr. Cazzu ino had seen at Drury Lane Theatre, London. Mr. Donada had written us informing us that he had told you this and that you had assured him that the printing of the copies would be taken great care of, so that these would be identical with the one projected in London. Now however, we regret to have to inform you that these copies are printed worse than the sample. We never thought that an American firm of your standing would neglect the essential particulars which would signify the success such as

"INTOLERANCE". We had already made several contracts for the renting of this subject in the principal Italian theatres at the beginning of the month of January. Now you can imagine our astonishment when we found that these copies were lacking toning effects and many important scenes. At the same time we have endeavoured to ~~fulfil the contracts~~ complete the negotiations already entered into with some of the principal theatres, but a film of this type loses at least 50% of its effect and therefore no competent manager would be disposed to book it. We are therefore compelled to show it in an ordinary cinematograph theatre.

Our loss is very large, especially because the film will not have a great success, and we want by a long way to receive the money paid to you. Furthermore there is a moral side of this question which played an important role, Out Mr. Cazzulino will lose his prestige as a large buyer of foreign films for Italy and after having paised your film so much, he will be consider a bad judge of foreign productions.

In Italy printing firms are fairly perfect and our public is used to admiring our films with scenes beautifully toned and printed and marvellous lighting effects. Even in the worst class of film one can count on this technical perfection. How would it be possible for us to let us hire your production when we know that the main defect is the one stated above?

Your Mr. Griffith himself thought it essential to make such effect and toning for the perfect completion of the work. Why is thisdone for the copies which he himself presents and is not done for the ones which he sells?

Before making such a complaint we have shown the films to Mr.A.Pouchaim, proprietor of Usines Biak of Turin and Rome, who, with the help of his expert has tested and examined the copies sent by you. The result of this investigation was that we would have had to return to you the copy and cancel the contract for having furnished goods which were not equal to the sample, demanding also damages. We have not done this because we do not in any way intend to quarrel - we are anxiou to end this matter in a friendly manner and we shall be glad to know if you intend to settle this matter in this way. We consider it unnecessary to inform you that unless you can find a friendly way of settling this matter, we will put the matter in the hands of the law in order to protect our interests.

In the meantime we are awaiting receipt of the last copy which has been ordered by Mr. Donada. and for which we shall you the agreed amount and soon as same has reached London.

Hoping to hear from you soon, Yours faithfully,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1207

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | X |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

JANUARY 4 1918 191

To DAVID W GRIFFITH

Street and No. 4500 SUNSET BOULEVARD

Place HOLLYWOOD LOSANGELES CAL

YOU HAVE IN CENTRAL TRUST CO HERE OVER FORTYTHOUSAND BALANCE WHICH YOU CAN DRAW AGAINST BY DRAFT THRU FIRST NATIONAL LOSANGELES OR DEPOSIT YOUR CHECK AND ASK THEM TO WIRE FOR CERTIFICATION ~~LUDWIG~~ LUDWIG WIRES GARBUTT TODAY TO ARRANGE FOR DISCOUNTING YOUR ARTCRAFT NOTE IF THIS IS DONE AT ONCE YOU CAN USE SAID FUNDS

BANZHAF

SENDER'S ADDRESS FOR ANSWER  SENDER'S TELEPHONE NUMBER

Our Picture

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT [illegible] Broadway, N. Y.

A71CH 65 NL  1918 JAN 5 AM 5 53

LOSANGELES CALIF4

ALBERT H T BANZHAF

9371

2 RECTOR ST NEW YORK NY

GARBUTT REFUSES TO ENDORSE ARTCRAFT NOTE AND DAYS CAN DO NOTHING TO HELP ME DISCOUNT SAME THIS THROWS ENTIRE RESPONSOBILITY ON ME STOP SEE IF ZUKOR CAN SEND TWELVE THOUSAND THIS WEEK AND TAKE UP NOTE PAYING BALANCE IN THREE TEN THOUSAND AND ONE EIGHT THOUSAND WEEKLY PAYMENTS STOP BE SURE TO STATE THAT THESE WEEKLY PAYMENTS WILL HAVE NO BEARING ON FINANCING NEXT PICTURE

D W GRIFFITH.

CLASS OF SERVICE | SYMBOL  WESTERN UNION

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.

Check

Time Filed

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

DAY LETTER

New York, January 5th 1918.

Mr. D.W.Griffith
Alexandria Hotel
Los Angeles, Calif.

Famous Players Lasky mailing you their note ~~xxx~~ today for fifty thousand which Garbert will have discounted for you. Garbert was also instructed to advance you twelve thousand Monday on account of said note which you can repay to him on receipt of cash after having new note discounted. Have you answered Zukor's wire regarding Artcraft picture How would title The Strife ~~xxx~~ go for new picture

Banzhaf

CARGEG TO D.W.GRIFFITH
personal

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | ✓ |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.

Check

Time Filed

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Day Letter

New York, Jan. 5th 1918.

Mr. E.C.Bidwell,
4500 Sunset Boulevard
Los Angeles, California

Will ship one complete Simplex Regarding ~~three~~ other three do you want lamp houses and motor beside the head upper and lower magazines and motor attachments Answer

Banzhaf

Charge to
D.W.Griffith personal

Cable Address "Brulat"

Phones: 7067 Madison Sq.
7068 " "

# J. E. Brulatour,

5 West 32nd Street,

Distributor of
Sensitive Films for Motion Pictures
Manufactured by
Eastman Kodak Co.,
Rochester, N.Y.

New York, Jan. 7, 1917

must be error for 1918 -eb

Wark Producing Corp.,
1476 Broadway,
New York City.

Gentlemen:

Enclosed is copy of letter I have today received from the Eastman Kodak Company of New Jersey. Please consider same in connection with my letter of November 28, 1917.

Yours very truly,

J E Brulatour

L = 11 Ca 5-15

B

Ews.

January 7th 1918

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
c/o Griffith Studios,
Los Angeles, Calif.

Dear Mr. Bidwell:

In answer to your favor of the 21st ult., regarding the bill of the "Motion Picture News" for the advertisement in the issue of April 12th 1917, I beg to advise that this bill was paid here on December 15th and charged to Mr. Griffith's personal account.

Very truly yours,

AHTB/R

David W. Griffith

:::::OFFICE OF:::::

# O. COHEN

**DIAMONDS** | DEALER IN CLOTHING, GENTS' FURNISHING GOODS HATS AND SHOES SPORTING GOODS AND FIRE ARMS | **WATCHES**

308 WEST WALNUT STREET

PHONE RED 475

Des Moines, Iowa, Jan 7 1918

D. W. Griffith Corp.
New York City
N.Y.

Dear Sir.

I have the Home Sure X Home. produced by Jones Co. I have loaned some money on this. I find the party is not able to redeem it. and I must to dispose of it.

I find that I can get more money to it if I can get more paper. What price can you make me on this paper. I am told that I could get what they call stock paper and have it crossed lined, but I much prefer to get the original. May I hope to an early reply, Yours truly.

O. Cohen
#308 W. Nal.
Des Moines Ia

Dup 3 Pictures War Picture

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

JAN 8 AM 12 18

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 195 BROADWAY N.Y. 1918 JAN 8 AM 12 02

R252CH 48 BLUE

LOS ANGELDS CALIF 110P 7

A H T BANZHAF 3767

2 RECTOR ST NEW YORK NY

REGARDING INSPECTION MACHINES WILL REQQIRE THREE EQUIPPED WITH HEAD AND UPPER AND LOWER MAGAZINE AND WITH MOTOR ATTACHMENTS AND MOTORS STOP WILL NOT REQUIRE MACHINE STANDS OR LAMP HOUSES AS DO NOT PLAN TO USE CARBONS BUT WILL PURCHASE LOCALLY SPECIAL LAMP HOUSES FITTED WITH SUITABLE ELECTRIC BULBS

E C BIDWELL.

Form 2289

# WESTERN UNION NIGHT LETTER

DAYLETTER — DAYLETTER

GEORGE W. E. ATKINS, VICE-PRESIDENT — NEWCOMB CARLTON, PRESIDENT — BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

SEND the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

JANUARY 8 1918

E C BIDWELL CARE GRIFFITH STUDIOS 4500 SUNSET BOULEVARD

LOS ANGELES CALIF

PROJECTORS WILL LEAVE BY EXPRESS TODAY OR TOMORROW DID MR GRIFFITH RECEIVE GERMAN WAR STOCK WHICH I SENT BY MAIL IF HE HAS USED ANY ADVISE ME THEREOF AT ONCE AND REEXPRESS TO ME FILM NOT USED DID YOU RECEIVE TWELVETHOUSAND FROM GARBUTT ANSWER

BANZHAF

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 195 Broadway, N. Y.

Wm P.

DB557 CH TA32 NL

LOSANGELES CALIF JAN 15 18

A H T BANDHAF  8498

2 RECTOR STNYCITY

NEW FAMOUS PLAYERS LASKY NOTE RECD AND HAVE ARRANGED TO HAVE SAME DISCOUNTED BUT NOTICE THAT PAPER IS DATED JANUARY TENTH INSTEAD OF DEC FIFTH CAN ANYTHING BE DONE ABOUT THIS ANSWER

D W GRIFFITH

1223A

Form 2289

# WESTERN UNION NIGHT LETTER

FAST DAY MESSAGE  FAST DAY MESSAGE

GEORGE W. E. ATKINS, VICE-PRESIDENT  NEWCOMB CARLTON, PRESIDENT  BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

SEND the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

JANUARY 16 1918

D W GRIFFITH HOTEL ALEXANDRIA LOSANGELES CALIF

NOTE WAS DATED JANUARY TENTH ~~XXXXXXXXX~~ IN ORDER TO ACCOMODATE LASKY FAMOUS PLAYERS WILL MAKE NO DIFFERENCE TO YOU UNLESS COMPANY SHOULD BECOME BANKRUPT IN MEANTIME EVEN SO YOU HOLD WAR PICTURE AS SECURITY

BANZHAF

HOLLYWOOD 2800 HOME 10165

# D. W. GRIFFITH STUDIO

4500 SUNSET BOULEVARD

LOS ANGELES, CAL.,

January
Twenty-second,
1 9 1 8

Mr. A. H. T. Banzhaf,
#2 Rector Street,
New York City

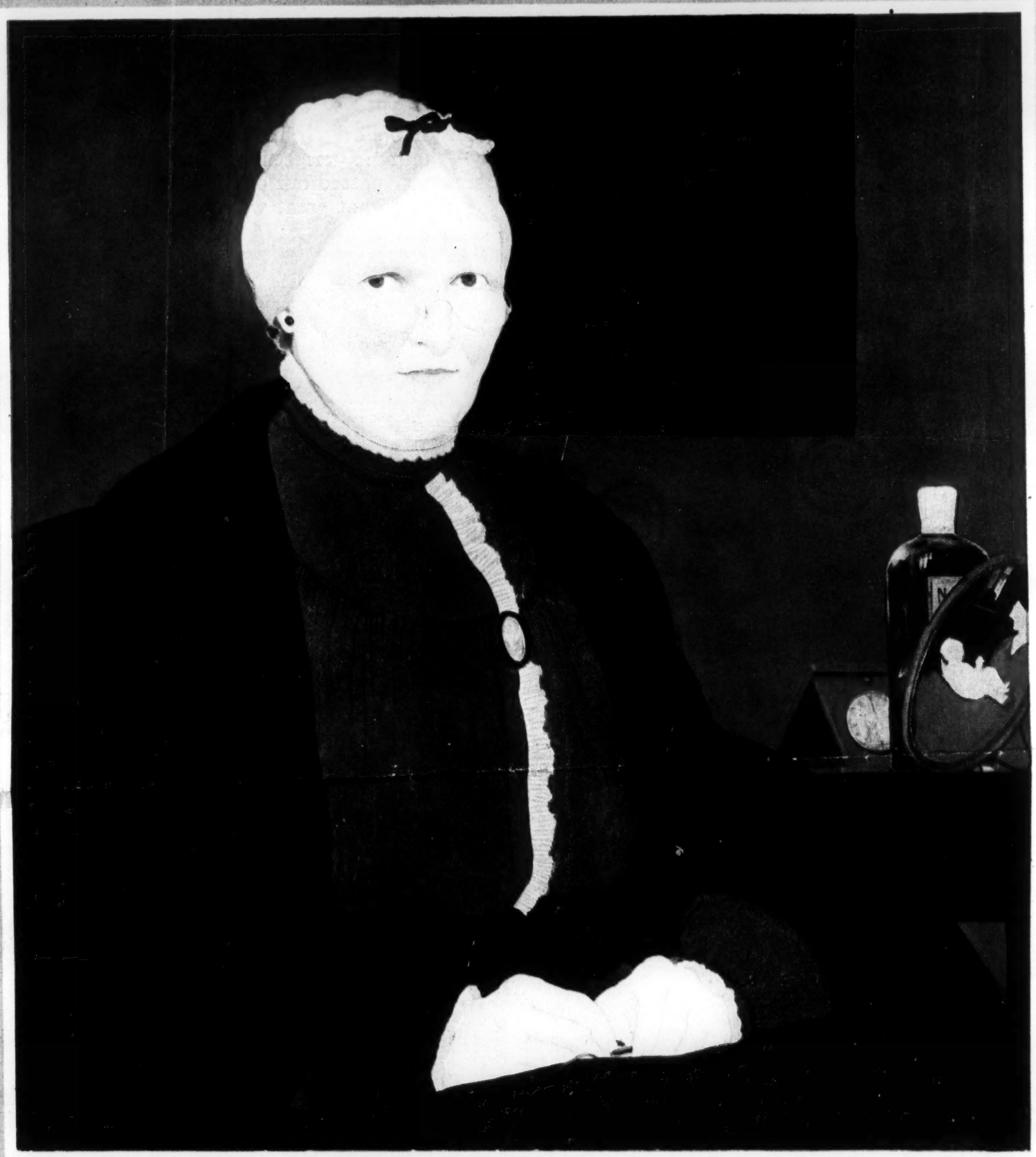
Dear Mr. Banzhaf:

I am enclosing you some advertisements from Leslie's Weekly, advertising the books being exploited and sold by the Brunswick Subscription Company. These advertisements are very cleverly written and contain quite an appeal. I am thinking that it would be a good idea to find out who is writing these advertisements and perhaps secure him to write the newspaper advertisements for my new picture as a side issue. I believe that these are about the best advertisements of their kind that I have read.

With best wishes,

Very truly yours,

D. W. Griffith



Youth admires healthy old age, and asks "What is the secret of your health ?" Old age replies: "It is no secret — Keep your system clean." Let Nujol keep your system clean—regular as clockwork. At all drug stores.

STANDARD OIL COMPANY Bayonne, New Jersey
[New Jersey]

# Nujol *for constipation*

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

# A Glass of Wine with the Borgias

The youth hesitates, hand on glass. Will he obey the imperious look of command in the eyes of the beautiful Lucrezia —the magnet that has drawn him to this supper in the pontifical apartment? Will he yield to the ingratiating advances of Cæsar and partake of the proffered cup? Or will he be warned before it is too late by the sinister glance shot from the cruel eyes of the old Pontiff as he coldly calculates the destruction of the young gallant?

To comply or refuse is equally hazardous. If he decline the poisoned draught will he escape the knife of the hired assassin even now lurking in the shadows of the Papal Palace?

Rodrigo Borgia (Alexander VI), Lucrezia and Cæsar formed the diabolical trinity which sat for eleven years upon the papal throne in Rome, an impious parody of the Holy Trinity—the most perfect incarnation of evil that ever existed on earth. How many gallant lives thus darkly and without commotion passed out of sight, whirled away by the headlong torrent of the ambition of that terrible triumvirate, is told as only that great weaver of word pictures, Alexandre Dumas, could tell it in his

# THE CELEBRATED CRIMES OF HISTORY

## NEVER BEFORE TRANSLATED

The millions of English readers and admirers of the works of Alexandre Dumas will hail with keen delight this, the *first* and absolutely the *only* complete and unexpurgated translation of Dumas' LES CRIMES CELEBRES, now for the first time available at a price within the reach of all readers. Printed from the same plates as the Edition sold by the Publisher at $125.00 a set, which was eagerly snapped up by wealthy connoisseurs, the small edition it is our privilege to offer our patrons has all the unusual features so much appreciated by lovers of books as works of art. The eight volumes are beautifully bound in cloth, stamped with emblematic design, with monogram in Gold Field. The print is large and clear and the paper all that could be desired. The eight volumes are finished with Real Gold Tops. The illustrations were made in Paris by M. Jacques Wagrez, and the specially designed Renaissance title pages are by Giraldon.

### A Licentious Court

The value of this series, historically, may be judged when it is known that there are nearly *eight hundred personages and places* introduced, many identified with the most famous scenes in mediæval and later history, while others take the reader off the main thoroughfare among the by-paths of historical events. Brilliantly worked into a vivid picture of the Dark Ages are the vices and crimes of that extraordinary family, the Borgias, that furnished one Pope of Rome and some of the blackest pages in history.

Here we see the whole murderous, poisonous crew with their greedy craving for debauchery, flattery, titles and gold. We watch the career of the beautiful and depraved Lucrezia, who with the head of a Madonna of Raphael had the heart of a Messalina beneath her demure exterior. We see the intrigues of the mediæval papal court—the murders, abductions, poisonings—drawn from the chronicles of eyewitnesses, those naïve accounts which, without embarrassment, call a spade a spade.

### Nothing in the Whole World Like Them

"Great crimes have played so large a part in the world's history that one cannot obtain a thorough knowledge of past times without the aid of such a book as this"—Says *THE NEW YORK HERALD*, recently reviewing THE CELEBRATED CRIMES OF HISTORY. The lover of History is enraptured with the wealth of facts, from new authorities, brought to bear by Dumas upon the life of the charming and beautiful but indiscreet and ill-fated Mary Stuart as Queen of France and Scotland. Read the story of her amours, and of her barbarous imprisonment and murderous execution, which constitute one of the greatest crimes of history, told as Dumas alone can tell it. There is no other work like this. Nowhere else can you get so intimate a view of the men and women whose misdeeds in every quarter of Europe, from Russia to Spain, from Turkey to Scotland, have contributed so much of tragedy to the romantic portion of the history of the Old World. And every word is just as Dumas wrote it. *None of the editions of Dumas contain these stories; and no set of Dumas is complete without them.*

### Dumas' Masterpiece

THE CELEBRATED CRIMES OF HISTORY is considered by many in France as Dumas' masterpiece. The highest praise has been bestowed on it by Andrew Lang, Robert Louis Stevenson, and other competent judges among English litterateurs. Was it for reasons of state that the French so jealously guarded this treasure that over half a century had elapsed before it was given to the English reading world—and then through the enterprise of an American publisher?

Think of a fascinating new historical series—of which only the highly privileged few among English readers heretofore had any knowledge—by your favorite author, vivacious, witty, ardent, brilliant, big-hearted Alexandre Dumas, who gave you your first *real* taste for European history while following the adventures of D'Artagnan and The Three Musketeers, and the heroes and heroines in his other matchless romances! *And all yours at a really nominal price!*

### Seeing Is Believing

**$1** Is all you need send now, with the coupon. But be sure to send today.

We don't want to disappoint you, as so often happens to applicants for our limited offers who act *too late*. "To-day" doesn't mean next week or the week following. *You will never forgive yourself if you let this opportunity pass.*

We deliver the set, express prepaid. And we refund your money if you're not satisfied.

**MAIL THIS COUPON TODAY**

**BRUNSWICK SUBSCRIPTION CO.** L-1-12-18
**1116 Brunswick Building, New York City**

Enclosed is $1.00, first payment on the 8 volume set of Dumas' "Celebrated Crimes," to be shipped charges prepaid. I agree to remit the full special price, $13.00, at the rate of $1.00 (or more) per month following receipt of books. Otherwise I will within five days ask for instructions for their return, at your expense, my $1.00 to be refunded on their receipt.

*Name*.....

*Address*.....

*Occupation*.....*State*.....

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART

**MAXIMUM PROFIT**
**MINIMUM RISK**

***require diversified investing***

¶ As specialists universally recognized in all matters pertaining to stocks and bonds, we publish a library on diversified securities, any book of which is sent free upon request for 54-D, stating numbers:

1. Investor's Pocket Manual
2. Standard Oil Blue Book
3. Independent Oil Book
4. Sugar Stocks Handbook
5. Copper Stocks Handbook
6. Motor Stocks Handbook
7. Silver Stocks Handbook
8. Tobacco Stocks Handbook
9. Steel Stocks Handbook
19. 1917 War Tax Law Booklet
20. ***Twenty Payment Booklet***

¶ Free service is continued fortnightly by mailing our publication,

***"Investment Opportunities"***

also by correspondence in reply to all inquiries made of our Statistical Department.

**SLATTERY & Co**
(Inc.)
**Investment Securities**
(Established 1908)
40 Exchange Place New York



**Christmas "Over There"**

You would like to make Christmas merrier for an American soldier boy in France, wouldn't you?

***Well, you can!***

You would like to send him a personal gift and get his acknowledgment, wouldn't you?

***You can, thanks to—***

**Judge's Trench Christmas**

**For American Boys Abroad**

A plan, authorized by the United States Government, endorsed by the United States Army and assisted by the

**AMERICAN DEFENSE SOCIETY**

which makes it possible for you to send a Christmas kit containing ***one dollar's worth of*** articles selected by experts—practical comforts and little luxuries—to an American soldier abroad, for ***fifty cents,*** exactly half what it would cost retail.

**THE KIT WILL CONTAIN:**

**1 pk. Soothing, Healing Powder**
**1 pk. Playing Cards**
**1 pk. Cigarettes**
**1 pk. Smoking Tobacco**
**2 boxes Matches**
**1 pk. Licorice Chewing Gum**
**1 pk. Pepsin Chewing Gum**
**1 pk. Lime Tablets**
**1 pk. Candy mints**
**1 Pencil**
**1 Tube Toothpaste**
**6 sheets of Stationery**

Because of the generosity of the manufacturers you can send two gifts for the price one would cost in the stores.

***And the present is personal.*** In each package the donor may place his personal card and each package will contain a reply postal so that the soldier whom you gave a happier holiday can thank you for it.

*Checks should be made payable to*

**Judge's Trench Christmas**
and address
**LESLIE-JUDGE CO.**
**Fifth Avenue, New York**


pended their customary business and united in a terrific crusade to make the Liberty Loan a success. All promotions of new enterprises were set aside, all syndicates and almost all regular business were neglected or abandoned while bankers and brokers pleaded with customers to make the Liberty Loan a signal success.

Under this magnificent leadership, twenty thousand of the representatives, not only of the heads of the big banks, insurance companies, mercantile houses and exchanges, but also their employees marched through the streets of New York and created such a whirlwind of excitement that the Liberty Loan was "put over the top" with a rush.

One of my readers in South Carolina suggests the wisdom of his taking all the money that he can "beg, borrow or steal" and putting it in Liberty Bonds, with the purpose of holding them until the war is over and then to realize the handsome premium they will inevitably command. There is no doubt the Liberty Bonds are the safest investment and the most promising speculation on the market. The 4 per cent. they pay, their partial tax-exemption, and the Government's guarantee as to principal and interest make them the safest investment. The assurance of Germany's defeat is an assurance, also, of an early increase in the value of this prime security, to the decided advantage of holders who seek a substantial profit. Bought outright, or on margin, the Liberty Loan is the best bargain in the market, and one of the best that I have known during my forty years' connection with Wall Street affairs as a financial writer.

C., Colo. Springs, Colo.: It would not seem wise to sell one's house to embark in any kind of a speculation in stock.

D., So. Brownsville, Pa.: Both Bethlehem Steel B and Westinghouse common appear to be good business men's speculations at present prices.

T., Washington, D. C.: The best stock on your list is Southern Pacific. Many regard Bethlehem Steel 8 per cent. pfd. with favor. I do not advise purchase of motor stocks at present.

S., Halifax, N. S.: It is safer to regard both Boston-W o. and Allen as highly speculative. Wright-Martin has received a large order from the Government which strengthens its position.

S., Waterbury, Conn.: Your holdings are fairly good for these war times. I would not advise you to borrow on them to increase your risk. Keep your funds in liquid form for an emergency.

D., Chagrin Falls, Ohio.: Ohio Oil is in the Standard Oil group and is one of the promising industrial investments. It is paying good dividends, reporting large earnings and has a very large surplus.

S., New Haven, Conn.: Indications are that the copper companies may have to cut out extra, and perhaps reduce regular, dividends. It would perhaps be better to hold Nev. Con. than to sacrifice at a serious loss.

J., New York.: The statement that Cumberland Producing & Ref. Co. was not a dividend payer turns out to be an error. It has paid 1 per cent. a month on par ($1) since June last. The stock is still a speculation.

S., New York.: One who knows little of the stock market can get a lot of information by writing to banking houses and brokers of standing for copies of the booklets they print for distribution free. See "Free Booklets for Investors" at the end of my department.

H., Oak Hill, W. Va.: It would be most unusual for any government to repudiate its sacred obligations or depreciate its own currency. The purchase of Russian rubles might prove profitable after return of peace, but it looks at present like a long-pull speculation.

H., No. Yakima, Wash.: While Studebaker is one of the better class motor stocks, it is at present, like all issues of its kind, under something of a cloud. The dividend rate has been reduced from 10 to 4 per cent. The future of the stock is at present uncertain.

W., Rockville, Conn.: It is hardly probable that Consolidated Gas will be granted an increase of rates. Like all other corporations the company feels the weight of increased costs and prospective heavy war tax. The company has a large surplus. It seems better to hold than to sacrifice the stock.

B., Miles City, Mont.: Stocks that look safe and reasonable include Atchison preferred; U. P. preferred; Corn Products preferred; American Sugar preferred; U. S. Steel preferred; Bethlehem Steel 8 per cent. preferred; American Smelting preferred; American Woolen preferred; U. S. Rubber 1st preferred.

M., Reading, Penn.: Forced reduction of price of gas, increased costs of operation and need of funds for improvement purposes, with prospect of a heavy war tax, caused the postponement of People's Gas & Coke Company's dividend and a slump in price of stock. The stock is now decidedly in the speculative class.

H., Anaconda, Mont.: St. Paul common if dividends are discontinued would not be as attractive as C. F. & I. paying 3 per cent. and earning six times that. While Inspiration Copper has much merit, it is a mining stock and likely to suffer greater fluctuation than a prime industrial or railroad security. Insiders have been selling.

J., Cincinnati, Ohio.: Chevrolet, being a dividend payer, is a better buy than United Motors, which has not yet begun dividends. Owing to present conditions, it is not safe to predict the future of either of these stocks. Safer purchases would be the bonds or the pfd. stocks of leading industrial and railroad corporations which are seasoned dividend-payers.

M., Boyne Falls, Mich.: Willys-Overland stock is now at about its lowest, but it is difficult to predict the future status of any motor stock. The Overland Company is about to market a low-priced car to compete with the Ford. This may not be ready for some time. The Overland Company seems to be in a fairly strong position financially. Should there be a marked retrenchment in automobile buying, the motor stocks would suffer.

M., Waukesha, Wis.: The state of the market at such a time depends upon the investing public's state of mind and no one can forecast the latter. If the uncertainty regarding the future of the railroads and the extent of the war taxes is not removed, further liquidation is possible. A declaration of peace would be so welcome to all the world, if it meant Germany's defeat, that the exultation would be reflected in Wall Street, temporarily at least.

G., Toledo, Ohio: The common stock of the Union Electric Light & Power Company of St. Louis is $10,500,000, practically all owned by the North American Company. The preferred is 7 per cent. non-cumulative. The first issue was $1,000,000 and an additional $1,000,000 is being issued. Dividends have been paid on preferred at the rate of 6 per cent. An official statement says that earnings are several times the dividend requirement. The company's outstanding bonded debt is $19,600,000.

M., Salt Lake City, Utah: American Foreign Securities 5's are good and Liberty Loan Bonds are safe and sane. First mortgages of railroad and industrials that are seasoned dividend payers are safe and in normal times should sell higher. They can be bought to yield 5 per cent. or more. Among these are B. & O. first mortgage Pittsburgh Junction 3½'s; Canadian Pacific first mortgage Wis. Central, Superior & Duluth 4's; Ill. Cen. first mortgage, Kankakee & So. Western 5's; C. B. & Q. first mortgage Ill. Division 3½'s; So. Railway first mortgage St. Louis Division 4's; and U. P. first mortgage Oreg. R. R. & Nav. 4's.

C., St. Louis, Mo.: Hecla Mining is one of the large producers of silver hit by the Minerals Separation Company's suit for infringment of patent in using the oil flotation process of recovering metal from the ore. The recent fall in silver and lead affected the stock. War taxes are a very serious factor also. Earnings of the company are reported increasing, but the stock is speculative. Goodrich has suffered, like all motor stocks, from increased costs of operation, impending war taxation and general market conditions. The latest annual statement showed largely increased earnings and a handsome surplus.

New York, November 10, 1917 Jasper.

FREE BOOKLETS FOR INVESTORS

Besides purchases for cash or on conservative margin, investors can buy stocks and bonds on the partial payment plan through L. R. Latrobe & Co., 111 Broadway New York. The firm invites correspondence.

The Citizens Savings and Trust Company of Cleveland, Ohio, a strong institution, invites deposits by mail on which it will pay 4 per cent. interest. Ask the company to send you its booklet L, explaining its very convenient banking-by-mail system.

The Byllesby public utility securities have gained a wide and creditable reputation. It is claimed for them that they make generous returns, are stable and are backed by a time-tested organization. For detailed information regarding these issues apply for free circular L, to H. M. Byllesby & Co., Inc., 204 So. La Salle Street, Chicago, or 1204 Trinity Building, New York.

The good farm mortgage is widely considered the safest form of investment. The Oklahoma Farm Mortgage Company, Oklahoma City, the oldest and largest mortgage house in the State, recommends its 6 per cent. first farm mortgages based on valuable lands in Oklahoma, Texas, Arkansas and Louisiana. For details write to the company for its free booklet and list No. 905.

The situation in the business and financial world changes frequently. It is essential to every investor to be well-posted on the effects of events. That authoritative publication, "The Bache Review," gives sound interpretation of conditions and suggestions for investment. Copies mailed free on application to J. S. Bache & Company, members New York Stock Exchange, 42 Broadway, New York.

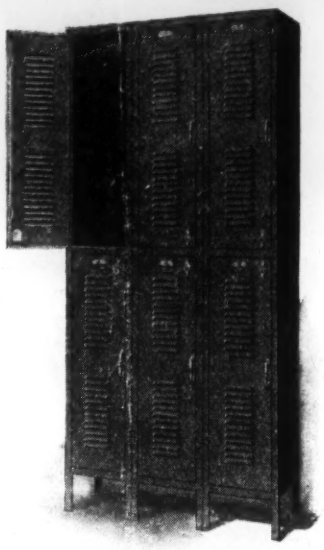
Business foresight depends on the possession of substantial facts. Babson Reports furnish these and so give the proper basis for forming sound judgment, leaving nothing to guess work. These reports are issued by the Babson Statistical Organization, Wellesley Hills, Mass., the largest organization of its character in the world. Particulars will be sent free to any interested investor who writes to Dept. K-10 of this organization.

Investors in this day of high prices need to secure a good yield on capital. S. W. Straus & Co., the well-known bond house, 150 Broadway, New York, and Straus Building, Chicago, offer 6 per cent. first mortgage bonds, safeguarded under "the Straus plan," in amounts of $1,000 and $500. Full particulars may be obtained by writing to the company for circular P-703, containing an investment list describing these securities.

As a consequence of the war, Americans are going to learn thoroughly the lesson of saving. How the people generally are responding to the country's need at this time and tasting the satisfaction of thrift is explained in John Muir's booklet, "The Birth of American Thrift," published as a public document by the United States Senate. Copies may be obtained on request from John Muir & Company, specialists in Odd Lots and members N. Y. Stock Exchange, 61 Broadway, New York.

Taxpayers are confronted with perplexing problems in connection with the new war-tax law. The National City Company, National City Bank Building, New York, has had a study and analysis of this law made by experts for the benefit of individuals, partnerships and corporations. Its 64-page booklet explains the income, war income and war excess profits taxes, showing the tax liability on a wide range of incomes and on varying percentages of profits on capital. This complete treatise can be obtained without charge by writing to the National City Company for booklet L-76.


**DURAND**
**Steel Lockers**



TYPE F. L. D.

IT'S real economy to buy good lockers. An installation of Durand Steel Lockers is a permanent asset; a satisfactory investment.

Durand Steel Lockers are fireproof, practically indestructible, sanitary and convenient; they promote order and efficiency.

Write today for illustrated catalogue.

***We are also manufacturers of steel shelving, steel bins, and general steel factory equipment.***

**DURAND STEEL LOCKER CO.**
1570 Ft. Dearborn Bk. Bldg. Chicago
970 Vanderbilt Bldg. New York



**Do Your Christmas Shopping Now**

**WHY NOT**—Select your gifts from bigger stock and avoid the crowd of late Christmas shoppers—

**WHY NOT**—Help every woman, man, girl and boy who sells and delivers your purchases to enjoy a **Merry Christmas**—

If you do shop early—tell your friends about the conveniences you meet with. This will help influence those who are inclined to wait until the last minute.

**DO IT NOW**—and everybody will have a **Merrier Christmas.**



***"I Can Succeed!***

**What other men have accomplished through I. C. S. help, I can. If the I. C. S. have raised the salaries of other men, they can raise mine. To me, I. C. S. means, 'I CAN SUCCEED.'"**

Get the "I Can Succeed" spirit, for the International Correspondence Schools *can* raise your salary—whether you're a dollar-a-dayman or a dollar-an-hour man. No matter where you live, what you now do, or how little time or money you may have, the I. C. S. have a Course of Training to fit your needs. Hundreds of thousands of ambitious men have achieved success through I. C. S. help in the past 25 years—over 130,000 are *now* studying, getting ready for the big jobs ahead. Join them and make your life something to be proud of—you *can* do it.

Just mark and mail the coupon TODAY and find out *how;* it won't obligate you in the least.

TEAR OUT HERE

INTERNATIONAL CORRESPONDENCE SCHOOLS Box 4189, Scranton, Pa.
Explain fully about your Course in the subject marked X:

| | | |
|---|---|---|
| ☐ Civil Engineering | ☐ ADVERTISING | ☐ CHEMISTRY |
| ☐ Electrical " | ☐ Salesmanship | ☐ Illustrating |
| ☐ Steam " | ☐ Commercial Law | ☐ Farming |
| ☐ Mining " | ☐ Bookkeeping | ☐ Poultry |
| ☐ Mechanical " | ☐ Stenography | ☐ French |
| ☐ Mechanical Draft'g | ☐ Civil Service | ☐ German |
| ☐ Architectural Draft'g | ☐ Ry. Mail Service | ☐ Italian |
| ☐ ARCHITECTURE | ☐ AUTOMOBILES | ☐ SPANISH |

*Name*_____

*Address*_____

$1.00

DIAMOND KNIFE

*A real, genuine diamond, set in a gold-filled knife. This useful article—ladies' or gentlemen's size—a JOS. DeROY Bargain. Let's get acquainted.*

**Why Pay Full Prices for Diamonds**

***A Firm of Over 60 Years*** standing, rated at over a million dollars, offers hundreds—yes, thousands of **Real Diamond Bargains.** Gems of surpassing quality, radiant, beautiful. Rings, Pins, Brooches, Pendants, Earscrews, etc. Also high grade watches. **Send for the JOS. DeROY BULLETIN. LIBERTY BONDS** accepted as cash—full face value and interest.

*Diamond Banking*

That's our business—unusual, different—but it means genuine bargains for our customers. Fine quality gems are deposited for the purpose of borrowing money. All of the loans are not repaid. We must sell the unredeemed pledges to get our money back.

*Sent on Approval—For FREE Examination!*

Any one of the hundreds of bargains in the JOS. DeROY BULLETIN will be sent on approval for free examination. **Try to match them at 60 per cent more.** Hundreds of unsolicited letters prove this and even more remarkable savings. Unless you find our bargains to be the **greatest values** you ever saw—send them back.

**Send At Once**

**for the Jos. DeRoy BULLETIN**

Brim full of holiday suggestions, everyone a big bargain—and any of which you are freely invited TO TRY TO MATCH AT 60% MORE than our price. A limited number of bulletins this season make it necessary for you to send for your copy at once—right now.

**Guaranteed Cash Loans**

Diamonds bought here are like insurance policies. You know what you can borrow before you buy—see our CASH BACK GUARANTEE.

**Jos. DeRoy & Sons** *ONLY Opposite Post Office*
1532 DeRoy Bldg.—**Pittsburgh, Pa.**

*References by Permission: — Farmers Deposit Nat. Bank, Mar[illegible] Nat. Bank, and any Pittsburgh Daily Newspaper.*

**JOS. DeROY & SONS,** 1532 DeRoy Bldg., **Smithfield Street, Pittsburgh, Pa.**

Absolutely free of any cost or obligation, send me your Bargain Bulletin.

If you do not want the Pen Knife you will want the Bargain Bulletin anyway, so just place a cross in the square before Bulletin. ☐ **Bulletin** ☐ **Knife** ($1.00 Enclosed)

*Name*.....

*Address*.....

**Special Opportunities**


(Continued from page 703)


SALESMEN WANTED

**Sideline, Salesmen, at Once, Local or** Traveling. Old established advertising firm, operating nationally. Fast sellers and repeaters everywhere. Large commissions paid. St. Louis Sticker Co., 103 Pine St., St. Louis, Mo.

COINS, STAMPS

**We pay to $80.00 for certain large cents;** $5.00 for certain eagle cents, etc. High premiums paid for rare coins to 1912. Many in circulation. Watch your change. Send 4c. Get Large Illus. Coin Circular. Numismatic Bank, Dept. 18, Ft. Worth, Tex.

BUSINESS OPPORTUNITIES

**Double Your Earnings by the Duratex** Ready Prepared Mail Order and Agency System for Men's Furnishing Goods. Write Goodell & Co., 119 Duratex Bldg., New York.

*How Many Friends on your Christmas Gift-List are Motorists?*

An article of special interest to non-motorists as well as those who own automobiles will appear in the Motor Department of Leslie's for November 24th.

**"Making Christmas Merry for your Motoring Friends"**
**by Harold Slauson, M.E.**

It will offer suggestions as to the choice of automobile accessories as Christmas gifts, practical presents in keeping with the spirit of the times.

**Don't Miss It**


## Turning the Bank Book Over to Uncle Sam

(Continued from page 702)

Poet of New York," who has written several excellent war songs:

LIBERTY BONDS

In ghastly rows the timeless dead
All pitifully lie,
The living meet the living still
Their task to do or die;
The fearful throne of blood and moan
Earth swears to overthrow,
Columbia, no lack of gold
Let thy brave heroes know.
The bonds of tyranny we'll break
With bonds of Liberty,
And wreck the throne of frightfulness
For all eternity.
With storm of steel and lurid flame
We'll meet the Tyrant's might,
And on the foe of humankind
Hurl all the strength of right.
The angry eagle's vision keen
On thunder blasted world,
Exults to see Old Glory's stars
And ample folds unfurled:
Thy toil-worn hands, Columbia,
Now bear those colors high;
Eternal ages call to thee
And Freedom shall not die!

Thinking men and women must, by this time, appreciate that in floating two great Liberty Loans the Government has done far more than raise funds to meet the needs of our men under arms and our allies. Uncle Sam, at last, has been able to give the people of this country their most splendid lesson in genuine saving by teaching them to purchase bonds. Previous to the floating of the first Liberty Loan, there were only about 300,000 bond buyers in this country of more than 100,000,000 people. Approximately 4,000,000 took the first loan and about 10,000,000 the second. This is a great stride in the right direction, but in making so many take it, credit must be given to the practically unknown workers who conducted the publicity campaigns.

## The Last Flight

EDITOR'S NOTE.—*The skylark sings as he mounts high in the air. But who would expect a song from one engaged in the grim calling of an aviator in the great war? And yet the flying man may sometimes be a poet, as these novel and original verses attest. The author, Dabney Horton, is a sergeant in the French Aviation Service. It is believed that this is the first poem written by a fighting aviator, and breathing the real feeling of an air-warrior, which has appeared in print.*

O God of France, we pilots pray
For France's safety, and obey
Thy pointed finger in the gale.
Hail to Thee, Master of Storms, all Hail!
Keep me this day from sudden sorrow,
Spare me today, for I'm home tomorrow.

Guard me this day 'gainst the weakened wire,
The tiny bullet of flying fire,
The treacherous wing that would buckle or break,
To drag me down in its whistling wake.
The morrow brings respite from fighting and flying—
And a breath of the Seine ere day is dying.

O God of France, by the prophet sung,
"The eagle that beareth up her young,"
Let me pass quickly the curtain of shell,
Grant Thy safe conduct, and landing well.
Watch o'er my flight till the sun be setting,
For the faces of friends, and a week's forgetting.

Only this day grant me Thy care,
Where I tempt the avenues of air,
Lest a heart too joyful of earthly things
Should heedless fall 'neath the foemen's wings.
Grant Thy support should I be falling—
Tomorrow I go, and Paris is calling!

On the soldier's road to the Gare de Nord,
There's a vision we love as we've loved before,
The Tour Eiffel keeping eternal tryst
With towering Montmartre through the Paris mist—
O Great Storm Master, from sudden sorrow
Keep me this day, for I'm home tomorrow!

—DABNEY HORTON.

Sergeant Pilote-Aviateur,
Escadrille C17
Secteur Postal 151, France.


GREAT BEAR SPRING WATER
"Its Purity Has Made It Famous"—*Adv.*



# IS THERE HOPE FOR RUSSIA?

It was the iron hand of Peter the Great that dragged Russia from the mire of barbarism. By main force of an imperious will and an indomitable energy he transformed a people steeped in ignorance and superstition and given to the most brutal indulgences into a great European power. Peter was efficiency incarnate. No detail escaped him. As the first steps in civilizing them, he made the Russians adopt the European costume and cut off their unkempt beards. He created a navy, built a city of palaces among the marshes of the Neva, introduced the industrial arts, stimulated foreign commerce, built roads, dug canals, introduced the printing-press and placed Russia in the front rank among her European neighbors. Peter knew his people thoroughly. *He realized that the regeneration of Russia could be brought about only through a strong government.* How he accomplished all that he did in a few short years—how with all his talent for civilizing his subjects he could not civilize himself, but remained a barbarian all his life, devoted to brandy and guilty of the most shocking excesses—furnish some of the most interesting and curious chapters in history as told in *Peter the Great*, one of the 16 volumes in this beautiful *new* edition of

# Famous Characters of History

## Stranger Than Fiction

The lives of illustrious men and women are always stranger than the day-dreams of fancy. They alone instruct the mind, while satisfying the cravings of imagination. In these days of war's alarums we hunger for the *real* [illegible] nourishment of soul such as is found in the deeds of these famous men and women whose lives are eternal founts of inspiration to every one in whom there is latent heroism or latent romance. Let every American home be illuminated by the presence of the heroes and heroines whose stories are told in these pages.

## Entertainment That Instructs

Never was there a set of books—no matter how costly—that will compare with this for entertainment and instruction—*and the stories have the supreme merit of being absolutely true.* Is it any wonder that the appetite of the reading public demands edition after edition—that no home or school library is considered complete without these wonderful books?

## Partial List of Famous Characters

***Every One a Wonderful Personality***

These are the men and women who made history of their own day, and whose example, as guide or warning, is the most precious part of our heritage from the ages.

1. Alexander the Great
2. William the Conqueror
3. Cyrus the Great
4. Hannibal
5. Peter the Great
6. Marie Antoinette
7. Mary Queen of Scots
8. Henry IV
9. Xerxes
10. Julius Caesar
11. Nero
12. Cleopatra
13. Darius the Great
14. Josephine
15. Queen Elizabeth
16. Alfred the Great

## Only $1.00 Now With the Coupon

brings these 16 GOLD TOP, Intensely Interesting Volumes Right to Your Door charges prepaid. And you have a whole year in which to pay the balance, if desired.

**3⅓ Cents a Day,** for one year, is all you pay for the privilege of knowing, even more intimately than their own contemporaries, these famous men and women whose favors cost fortunes in their own day, and of seeing them under every vicissitude incident to their high estate.

But the price named in the coupon must be advanced if the *immediate response* to this Introductory offer does not promise a quick sale of the entire edition so as to bring the selling cost within the amount originally set aside for that purpose—

**Therefore Don't Delay—Money Back If Not Satisfied**

**16 Gold Top Volumes**
**Rich Cloth Binding**
**Each Volume 8x5¼ inches**
**4300 Pages; Large, Clear Type**
**Extra Heavy Paper**
**48 Full Page Illustrations in Sepia**

**BRUNSWICK SUBSCRIPTION COMPANY**
**1116 Brunswick Building, New York City**

Enclosed is $1.00 first payment on the 16 volume, Cloth, Gold Top, set of FAMOUS CHARACTERS OF HISTORY to be shipped charges prepaid. I agree to remit the full Introductory price, $13.00, at the rate of $1.00 (or more) per month following receipt for books. Otherwise, I will, within five days, ask for instructions for their return at your expense, my $1.00 to be refunded on their receipt.

Name.....

Address.....

Occupation.....State.....

Les. 11-17-17

War footing

January 22nd 1918

Mr. J. Brulatour,
5 West 32nd Street,
New York City.

Dear Miss Johnston: Attention of Miss Johnston

I beg to confirm our conversation over the wire relative to Mr. Griffith's order for 300,000 feet of perforated positive, 400 foot lengths, one emulsion only, to which order you wired that you could not guarantee shipment in 400 foot lengths, and prints of one emulsion exclusively.

This is to confirm our understanding that you will put through the order today for 300,000 feet of perforated positive stock in as many 400 foot lengths as is consistent with your best facilities and also in one emulsion if possible.

Thanking you for your courtesy in this matter, I remain

Very truly yours,

AHCB/R

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D. W GRIFFITH'S

COLOSSAL SPECTACLE

# "INTOLERANCE"

DIRECTION

**The Wark Producing Corporation**

EXECUTIVE OFFICES

Longacre Building, 42nd St. and Broadway

New York

GUY CROSWELL SMITH
General Manager

New York, January 24, 1918.

Mr. A.H.T. Banzhaf
2 Rector St., City

Attention of Mr. Robt. Richter.

My dear Robert:-

We paid the enclosed bill today and charged it to the D.W.G. Corporation. It was for some film Mr. Burlock brought with him from England to take out to Mr. Griffith. You will charge it, I presume to the war picture and credit the Wark.

Very truly yours,

ASR:L
enc.

(M 63 1917)

**FOREIGN OFFICES:**

| | | |
|---|---|---|
| LONDON ..... 6 Haymarket. 84 Queen Street. | PARIS ... 11 Rue Scribe. 54 Rue des Petites Ecuries. | BERLIN ..... 55 Charlotten Strasse. |
| LIVERPOOL ..... 10 James Street. | HAVRE ..... 43 Quai d'Orleans. | HAMBURG ..... 9 Alsterdamm. |
| SOUTHAMPTON .... 25 Oxford Street. | MARSEILLES ..... 9 Rue Beauvau. | BREMEN ..... 8 Bahnhofstrasse. |
| GLASGOW ..... 3 West Nile Street. | ROME ..... 38-40 Piazza di Spagna. | ANTWERP ..... 7 Quai Van Dyck. |
| COPENHAGEN ..... 8 Holmens Kanal. | GENOA ..... 17 Piazza Nunziata. | ROTTERDAM ..... 26a Zuidblaak. |
| CHRISTIANIA ... 2 Dronningens Gade. | NAPLES ..... Piazza dei Martiri. | BUENOS AIRES, 562 Bartolome Mitre. |
| STOCKHOLM ..... 4 Drottninggatan. | PETROGRAD ..... Russia. | MANILA ..... 36 Escolta. |
| | | HONG KONG, 13 Queen's Road, Central. |

**Shipping and Banking Correspondents at all Principal Cities and Ports of the Commercial World.**

GENERAL FOREIGN AGENTS FOR
NEW YORK CENTRAL LINES
(MERCHANTS DESPATCH)

**Reference No.** 61587 **New York,** 1/24 **1918.**

M J J McCarthy
Forgacs Bldg

# To American Express Company, Dr.

**FOREIGN DEPARTMENT, 65 BROADWAY, NEW YORK.**

For estimated charges on One bx film
Marks and Nos. addr
Weight ____ lbs. Measurement ____ ft. ____ in. Value $ ____
Shipped by ____
Per Steamship Adriatic Arrived 1/4/18

| | | |
|---|---|---|
| Foreign Charges | | |
| Freight Charges from ____ to ____ | | |
| U. S. Customs Duties | | |
| 2000 ft @ 3¢ ft | 60 | |
| Deposit | 100 | |
| U. S. Customs Charges | | |
| U. S. Custom House Warehouse Charges | | |
| Customs Entry and Clearance | 10 | 00 |
| Cartage Charges | | |
| Express Charges from | 1 | 50 |
| Total | 171 | 50 |
| Deposit | | |
| Balance | 171 | 50 |

JAN 24 1918 AMERICAN EXP. CO. CUSTOMS DEPT. BOSTON

PAID JAN 24 1918
Check No.

**SPECIAL NOTICE.**

Bonded warehouse charges accrue on import shipments unless entered in Customs within 48 hours after arrival of steamer. It is suggested, therefore, that you send to us remittance (New York funds) immediately, in order that we may proceed with Customs clearance.

War Archive

January 24, 1918.

Hon. Robert Lansing,
Secretary of State,
Washington, D. C.

Sir:

I hereby certify that William Elliot Burlock requires the return of his passport for the purpose of returning to England and France as the representative of D. W. Griffith in the presentation of the Allied Propoganda motion picture, which Mr. Griffith has made in co-operation with the English and French Governments.

I enclose herewith application and will be grateful if you will return his passport to this office at your earliest convenience.

Very truly yours,

D

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

DWGriffith

Form 2289

# WESTERN UNION

DAY

~~NIGHT~~ LETTER

GEORGE W. E. ATKINS, VICE-PRESIDENT NEWCOMB CARLTON, PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

SEND the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

Day Letter

New York January 25th 1918.

Mr. D.W.Griffith
Alexandria Hotel
Los Angeles, California

Have had inquiry for purchase United States territory for Home Sweet Home and unsold territory of Avenging Conscience What will you take for these subjects separately and collectively Advise you read Green Fancy by James Barr McCutcheon Should make find subject for programme pictures. Did you discount note

Banzhaf

Charge to
D.W.Griffith personal

D. W GRIFFITH'S

COLOSSAL SPECTACLE

# "INTOLERANCE"

DIRECTION

The Wark Producing Corporation

EXECUTIVE OFFICES

Longacre Building, 42nd St. and Broadway

New York

GUY CROSWELL SMITH
General Manager

FROM THE PRESS DEPARTMENT
ORMSBY A. COURT, GENERAL REPRESENTATIVE

New York, Jany. 25th 1918.

Mr. Robt. Richter,
2 Rector St., City

My dear Robert:-

Enclosed herewith voucher for $22.50 which we paid today. The original bill was $45., half of which was paid by the Epoch and half will be charged to D.W.G.Corp. account of war picture. Kindly debit war picture and credit Wark Producing Corp. $22.50.

Very truly yours,

ASR:L
enc.

Memo. bill,

Wark Producing Corporation Jany. 25th

To Spike Allen,

| | |
|---|---|
| Original bill to Epoch Producing Corp.(half) | 22.50 |
| Half share, Wark Producing Corp.(herewith) A/c D.W.G.Corp. | 22.50 |

Original bill in Epoch file. A/c Storehouse

work on film shipped to California for D.W.G. Corp.

OK
AB

PAID JAN 25 1918
Check No. 1567

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT
16 BROAD ST. N.Y.

1918 JAN 28 PM 1 40

4DCH 15

FY LOS ANGELES CALIF 1021A 28

A H T BANZHAF

2 RECTOR ST NEW YORK NY

1339

MAILED CHECK FOR EIGHT THOUSAND FIFTEENTH AND TODAY RECEIVED ACKNOWLEDGMENT FROM ROTH FOR SAME ANSWER

D W GRIFFITH.

Income

January 28th 1918

Mr. E. C. Bidwell,
c/o Griffith Studios,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Mr. Bidwell:

In reply to your letter of the 12th inst. relative to the dismissal of Mrs. Schreckengast, I cannot refrain from expressing my regrets that you had to take the action you did, as I do not believe it good policy to lose the services of a competent and loyal employee. One should always overlook personal feelings in such affairs, and try to make the best of trivial annoyances, as that is the only way to build up a good organization.

Tell Mr. Bitzer and Altschuler that I shall in a few days mail them a statement as to the amount of moneys that they have received here so that they may properly make up their income tax statements.

You must bear in mind that you must file with the Collector of Internal Revenue at Los Angeles the names and addresses of all employees or other persons who have received salary or other income for the year 1917 from Mr. Griffith in excess of $800, so also the names and addresses of landlords to whom he has paid rental as tenant. This will also be true of the F4 Corporation, if any such salaries or rents amounting to more than $800 were paid prior to January 1st 1918.

The work done by Mr. Griffith on behalf of the war picture, including the rent of the studio and big lot, and all other expenses on studio affairs, should be treated as having been done by Mr. Griffith as agent for the Artcraft Company, and not in the sense that Mr. Griffith is in business for himself, with an invested capital, as such is not the case.

I will in a few days forward to you Mr. Griffith's income tax statement which must be filed on or before March 1st, unless the Government

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

extends the time in which to filed the returns.

You should get in communication with Mr. Clune, and find out the amount of income Mr. Griffith received on account of the Birth of A Nation rights in California, as these figures are not in my possession. You should also obtain from the bank there the amount of interest allowed on his personal account for the year 1917, which must also be included in his income tax statement. You can procure form 1099 from the Collector of Internal Revenue for salaries and rentals paid.

Very truly yours,

AHTB/R

16-78

# Continental National Bank

OF LOS ANGELES

Los Angeles, Cal. January 28 1918

at sight Pay to the

order of Continental Nat Bank L.A. $7.35

Seventy Five 1/100 Dollars

WITH EXCHANGE

Value received and charge the same to account of

To Stark Producing Co.
42nd & Broadway
Room 807

A. K. Detwiler

Customer's Draft.

WESTERN LITHO CO LOS ANGELES

Received payment
Six hundred seventy six Dollars
Harry W. Fox
2/7/18

HANOVER NATIONAL BANK
FEB 4 1918
NEW YORK

PAY TO THE ORDER OF
Any Bank or Trust Company
FOR COLLECTION ONLY
JAN 28 1918
CONTINENTAL NATL BANK
LOS ANGELES, CAL.
REPORT BY M.....
1571

Credit 2/4 Smith

WARK PRODUCING CORPORATION.

| | Stockholders | Amount | Numbers of Certificates of Indebtedness | |
|---|---|---|---|---|
| 1 | Aitken, H.E. | 16,000. | 233 to 248 | 2704. |
| 2 | Aitken, R.E. | 8,000. | 145 " 152 | 1352 |
| 3 | Anderson, Wm. B. | 1,000. | 224 | 169. |
| 4 | Banzhaf, Edwin J. | 10,000. | 188 to 197 | 1690 |
| 5 | Barry, J.A. | 5,000. | 294 " 298 | 845. |
| 6 | Block, Benj. | 3,000. | 228, 229 & 232 | 507. |
| 7 | Blumenthal, Hugo | 10,000. | 39 to 48 | 1690 |
| 8 | Clark, Robt. Sterling, | 10,000. | 81 " 90 | 1690 |
| 9 | Clark, Stephen Carlton | 10,000. | 91 " 100 | 1690 |
| 10 | Clausen, Chas.S. | 1,000. | 252 | 169 |
| 11 | D.W.G.Corp. | 35,000 . | 153 " 187 | 5915 |
| 12 | Day, W.Beach | 1,000. | 101 | 169 |
| 13 | Detwiler, A.K. | 4,000. | 266 to 269 | 676 |
| 14 | Ehret, Geo., Jr. | 3,000. | 225 " 227 | 507 |
| 15 | Fairchild, Arthur | 1,000. | 223 | 169 |
| 16 | Gates, C.W. | 5,000. | 284 " 288 | 845 |
| 17 | Gish, Lillian D. | 3,000. | 275 " 277 | 507 |
| 18 | Goldstein Co. L.A.Inc. | 16,000. | 126 " 141 | 2704 |
| 19 | Goodsell, Mrs. T.J. | 1,000. | 264 | 169 |
| 20 | Goodsell, T.J. | 1,000. | 265 | 169 |
| 21 | Hall, John R. | 8,000. | 106 to 109, 22 to 25 | 1352 |
| 22 | Hall, Norman | 19,000. | 11 to 21, ~~26 to 30~~ 31 to 38 | 3211 |
| 23 | Hampton, Lewis J. | 10,000. | 253 to 262 | 1690 |
| 24 | Hosking, A.J. | 1,000. | 300. | 169 |
| 25 | Johnston, Douglas T. | 4,000. | 102 to 105 | 676 |
| 26 | Lehman, H.H. | 1,000. | 249 | 169 |
| 27 | Mainzer, Herbert R. | 2,000. | 59 and 60 | 338 |
| 28 | Mainzer, Robt.H. | 20,000. | 61 to 70, 1 to 10 | 3380 |
| 29 | Marsh, Mae W. | 2,000. | 278 and 279 | 338 |
| 30 | Mouat, H.L. | 1,000. | 250 | 169 |
| | | 212,000. | | |
| | | 212,000 | | |

36673

| | | | | |
|---|---|---|---|---|
| | (over) | 217,000. | | |
| 31 | Oldershaw, C.R. | 5,000. | 270 to 274 | 845 |
| 32 | Oppenheimer, Emil | 1,000. | 123 | 169 |
| 33 | OSWALT F.E. | 5000 | 26 to 30 | 845 |
| 34 | Patee, L. G. | 1,000. | 283 | 169 |
| 35 | Prisk, Chas. H. | 1,000. | 299 | 169 |
| 36 | Putnam, Henry W. | 10,000. | 49 to 58 | 1690 |
| 37 | Richard, Oscar | 10,000. | 71 " 80 | 1690 |
| 38 | Richard, Vera V.B. | 3,000. | 142 to 144 | 507 |
| 39 | Rosenberger, W.D. | 5,000. | 289 " 293 | 845 |
| 40 | Seligsberg, Louis | 1,000. | 122 | 169 |
| 41 | Seligsberg, W.N. | 1,000. | 121 | 169 |
| 42 | Stackpole, T. | 1,000. | 251 | 169 |
| 43 | Steinman, Edw. S. | 2,000. | 230 & 231 | 338 |
| 44 | Stern, Albert | 10,000. | 111 to 120 | 1690 |
| 45 | Sterrett, Clarence E. | 2,000. | 124 & 125 | 338 |
| 46 | Tallman, S.H. | 25,000. | 198 to 222 | 4225 |
| 47 | Tomlins, Frank I. | 1,000. | 110 | 169 |
| 48 | Winpenny, Maude | 3,000. | 280 to 282 | 507 |
| 49 | Howdershell, D.J. & Niven, Wm. | 1,000. | 263 | 169 |
| | | $300,000. | | 50700 |

2nd Instalment -
on Certificates of notes
15% - 10% bonus
1 Month's interest
July 1st/1918

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

| | | | |
|---|---|---|---|
| Miriam, Mrs. | | | |
| Homgerlpolt, D. J. & | | | |
| Miriam, Mrs. | | | |
| | | $200,000. | |
| | | $200,000. | |
| | | | |
| | | | |
| | |

NATIONAL ASSOCIATION OF THE

# Motion Picture Industry INC.

TIMES BUILDING NEW YORK

Full
Dusyell
Corresp.

January 29, 1918.

D. W. Griffith Enterprises,
807 Longacre Bldg.,
New York City.

Gentlemen:-

Please accept our thanks for your letter of the 25th inst. with check for $100,00 covering the annual dues for the period ending February 1st., 1918.

Enclosed herewith please find membership card No. 58 for the ensuing year.

Yours very truly,

National Association of the
Motion Picture Industry,

Per E. Steger

"Unity of Action Spells Screen Success"

# NATIONAL ASSOCIATION
OF THE
# MOTION PICTURE INDUSTRY, INC.

TIMES BUILDING, NEW YORK

D. W. Griffith Enterprises, Dwsecorporation

807 Longacre Bldg.,

| | | | | |
|---|---|---|---|---|
| to annual dues- Producer, Class A-<br>year ending February 1st, 1918 | | | 100 | 00 |

1/3 paid by Epsch
1/3 paid by Wark
1/3 paid by Dwsecorp.

NATIONAL ASSOCIATION OF THE MOTION PICTURE INDUSTRY
PAID
JAN 22 1918
Per.....

Received Payment _____ By _____

Form 2289

# WESTERN UNION
# NIGHT LETTER

GEORGE W. E. ATKINS, VICE-PRESIDENT — NEWCOMB CARLTON, PRESIDENT — BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

SEND the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

January 30 1918

David W. Griffith
Hotel Alexandria
Los Angeles Calif

HAD INTERVIEW WITH A.C.RISDON COPYWRITER FOR BRUNSWICK SUBSCRIPTION COMPANY HE STATES HE WOULD BE VERY MUCH INTERESTED IN WRITING COPY FOR NEWSPAPER ADVERTISEMENT AS A SIDE ISSUE AND THAT HE WOULD BE GLAD TO TAKE UP THE PROPOSITION WITH YOU PLEASE ADVISE AS TO WHAT YOU WOULD WANT HIM TO DO HE HAS HAD NEWSPAPER EXPERIENCE

BANZHAF

TO THE WESTERN UNION TELEGRAPH COMPANY, DR.
INCORPORATED

| MONTH AND DAY | TO / FROM | NAME OF POINT | AMOUNT |
|---|---|---|---|
| 1918 JAN 11 | JAN 5 | LOS ANGELES | 1 50 |
| | | LOS ANGELES | 2 10 |
| | | CHGO | 50 |
| 25 | TO | LOS ANGELES | 1 50 |
| 30 | | LOS ANGLES | 1 50 |
| | | FEDERAL TAX | 25 |
| | | | 7.35 |

Feb 19/18

Paid by Duryea & ck #107

Mail to Banzhaf

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

FEB 1 PM 2 37

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 16 BROAD ST (STOCK EXCHANGE BLDG.,) N. Y. ALWAYS OPEN

15 BROAD ST. N.Y.

227CHBCT 17

LOSANGELES CAL 1116A FEB 1 1918

A H T BANZHAF

2 REUTER ST NEWYORK

WHAT ABOUT THREE HUNDRED THOUSAND FEET POSITIVE FILM FROM BRULATOUR

MY TELEGRAM JANUARY TWENTY SECOND TO YOU

D W GRIFFITH

232P

**THE PLAYERS**

16 GRAMERCY PARK

FEB 6 1918
Dwsc-pck/ox

New York, FEB 1 - 1918

Dear Sir:

Your dues payable on NOV 1 - 1917, have not been paid, and I therefore call your attention to Article XI, Section 6, of the Constitution:

> "When the dues of any member shall remain unpaid for "the space of three months, the Treasurer shall cause him to "be notified that unless the same are paid within one month "thereafter his membership shall cease; and in case such dues "be not paid pursuant to such notice, or such default is not "accounted for to the satisfaction of the Board of Directors, "he shall thereupon cease to be a member."

Please send your check for $16.50 drawn to the order of "The Players" at once in order to prevent the loss of your membership.

Yours truly, JAMES L. LAIDLAW

Treasurer.

To

Mr. D. W. Griffith

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

February 1st 1918

D. W. G. Corporation

-To-

ALBERT H. T. BANZHAF, DR.

- - - - - - - - - - - - - - - - - - - - - - - - - - - -

| | |
|---|---|
| To professional services, month of January | $150.00 |
| Telegrams (chargeable to War Picture) | 48.20 |
| Account books | 5.75 |
| Incidentals | 4.80 |
| | $208.75 |

Received Payment
FEB 13 1918
A H T Banzhaf

Merger
Check #106

# UNIFORM EXPRESS RECEIPT.

Form 708 7-17

**The Company will not pay over $50, in case of loss, or 50 cents per pound, actual weight, for any shipment in excess of 100 pounds, unless a greater value is declared and charges for such greater value paid.**

## Wells Fargo & Co Express.

FEB 6 1918

**NON-NEGOTIABLE RECEIPT.** 313 W. 43d St., NewYork February 1918

**Received from** Epoch Foods **subject to the Classifications and Tariffs in effect on the date hereof,** One case flour 23 lbs

**to be** Above Two Hundred **dollars.** (See footnote.) value herein declared by shipper

**Consigned to** L. T. Griffith Los Angeles Cal. **Charges,** 2 16/

Which the Company agrees to carry upon the terms and conditions printed on the back hereof, to which the shipper agrees, and as evidence thereof accepts and signs this receipt.

Shipper. For the Company.

NOTE.—The company's charge, except upon ordinary live stock, is dependent upon the value of the property, as declared or released by the shipper. If the shipper desires to release the value to $50 for any shipment of 100 pounds or less, or not exceeding fifty cents per pound, actual weight, for any shipment in excess of 100 pounds, the value may be released by inserting "not exceeding $50," or "not exceeding fifty cents per pound," in which case the company's liability is limited to an amount not exceeding the value so declared or released.

# TERMS AND CONDITIONS.

1. The provisions of this receipt shall inure to the benefit of and be binding upon the consignor, the consignee, and all carriers handling this shipment, and shall apply to any reconsignment, or return thereof.

2. In consideration of the rate charged for carrying said property, which is dependent upon the value thereof and is based upon an agreed valuation of not exceeding fifty dollars for any shipment of 100 pounds or less, and not exceeding fifty cents per pound, actual weight, for any shipment in excess of 100 pounds, unless a greater value is declared at the time of shipment, the shipper agrees that the company shall not be liable in any event for more than fifty dollars for any shipment of 100 pounds or less, or for more than fifty cents per pound, actual weight, for any shipment weighing more than 100 pounds, unless a greater value is stated herein. Unless a greater value is declared and stated herein the shipper agrees that the value of the shipment is as last above set out and that the liability of the company shall in no event exceed such value.

3. **Unless caused by its own negligence or that of its agents,** the company shall not be liable for—
   a. Difference in weight or quantity caused by shrinkage, leakage, or evaporation.
   b. The death, injury, or escape of live freight.
   c. Loss of money, bullion, bonds, coupons, jewelry, precious stones, valuable papers, or other matter of extraordinary value, unless such articles are enumerated in the receipt.

4. **Unless caused in whole or in part by its own negligence or that of its agents,** the company shall not be liable for loss, damage, or delay caused by—
   a. The act or default of the shipper or owner.
   b. The nature of the property, or defect or inherent vice therein.
   c. Improper or insufficient packing, securing, or addressing.
   d. The Act of God, public enemies, authority of law, quarantine, riots, strikes, perils of navigation, the hazards or dangers incident to a state of war, or occurrence in customs warehouse.
   e. The examination by, or partial delivery to, the consignee of C. O. D. shipments.
   f. Delivery under instructions of consignor or consignee at stations where there is no agent of the company after such shipments have been left at such stations.

5. Packages containing fragile articles or articles consisting wholly or in part of glass must be so marked and be packed so as to insure safe transportation by express with ordinary care.

6. When property is destined to a point at which no express company has an agency it should be marked with the name of the express station at which delivery will be accepted. If not so marked it will be carried to the express station nearest the destination point and arrival notice given consignee.

7. Except where the loss, damage, or injury complained of is due to delay or damage while being loaded or unloaded, or damaged in transit by carelessness or negligence, as conditions precedent to recovery claims must be made in writing to the originating or delivering carrier within four months after delivery of the property or, in case of failure to make delivery, then within four months after a reasonable time for delivery has elapsed; and suits for loss, damage, or delay shall be instituted only within two years and one day after delivery of the property or, in case of failure to make delivery, then within two years and one day after a reasonable time for delivery has elapsed.

8. If any C. O. D. is not paid within thirty days after notice of non-delivery has been mailed to the shipper the Company may at its option return the property to the consignor.

9. Free delivery will not be made at points where the company maintains no delivery service; at points where delivery service is maintained free delivery will not be made at addresses beyond the established and published delivery limits.

**Special Additional Provisions as to Shipments Forwarded from the United States to Places in Foreign Countries.**

10. If the destination specified in this receipt is in a foreign country, the property covered hereby shall, as to transit over ocean routes and by their foreign connections to such destination, be subject to all the terms and conditions of the receipts or bills of lading of ocean carriers as accepted by the company for the shipment, and of foreign carriers participating in the transportation, and as to such transit is accepted for transportation and delivery subject to the acts, ladings, laws, regulations, and customs of over-sea and foreign carriers, custodians, and governments, their employees and agents.

11. The Company shall not be liable for any loss, damage, or delay to said shipments over ocean routes and their foreign connections, the destination of which is in a foreign country, occurring outside the boundaries of the United States, which may be occasioned by any such acts, ladings, laws, regulations, or customs.

12. It is hereby agreed that the property destined to such foreign countries, and assessable with foreign governmental or customs duties, taxes, or charges, may be stopped in transit at foreign ports, frontiers, or depositories, and there held pending examination, assessments, and payments, and such duties and charges, when advanced by the Company, shall become a lien on the property.

**July, 1917**

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

February 5th 1918

Mr. E. C. Bidwell
c/o Griffith Studios,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Mr. Bidwell:

I wrote you the other day relative to notifying the Income Tax Collector as to sums paid to employees on War Picture by Mr. Griffith in excess of $800 for the year 1917, giving the amounts, names, and addresses of the individuals to whom paid. There should be added to this amount as paid to Altschuler on account of the War Picture $2750., which sum was paid through the Wark Company and the D.W.G. Corporation and charged to Mr. Griffith's account. So also Mr. Bitzer received $5500., plus $900 on account of his salary, $5500., of which was paid through the D.W.G. Corporation, and $900. through Mr. Barry, both accounts being chargeable to War Picture as salary. These items are in addition to the ones you paid them since November 10th, this year.

You should also bear in mind that all amounts paid to employees through you, including your own salary while Mr. Griffith was abroad should be added to the amounts returned as chargeable to the War Picture, and all these returns will be made by Mr. Griffith as agent for the Artcraft Corporation.

Returns of the amount of salaries paid to Sternlov and his men amounting to over $800. for the year should be made by Mr. Griffith personally, which amounts should include in addition to the salaries paid a fair charge per day for board at the ranch which such employees receive in addition to their daily wage.

For instance, an employee received $3. a day and his board besides, a fair estimate per diem should be made as to the value of said board, and included in the amount, or you could state in your report so much in wages including board, and after the word "board" write in "not estimated" and each of such employees and those at the studio as well should be notified of your action so that they may make up their personal reports without being in default, and thus avoid the penalty therefor.

E.C.Bidwell-#2 A.H.T.Banzhaf (2/5/18)

I shall in a few days forward to you Mr. Griffith's personal income tax return, which must be signed and filed by him before March 1st, as well as other reports, unless an extension of time is granted by the Government, which I understand may be done. He should, as agent for the Artcraft Corporation, return a statement of the salary received by him on account of the War Picture, $2000. weekly.

Form 1099, heretofore sent you, should also be returned for rent paid for Fine Arts studio and big lot, also storage accounts, if the same amount to more than $800. for the year, with the exception that the amount paid to the Triangle for advance rental beyond January 31st 1917 should not be included in that return and so also the amount of rental paid to McKelvey for automobile hire should be made on the weekly basis, but not those sums paid in advance on account of rental, unless otherwise advised by the Income Tax Collector, as these sums are purely advance payments and will not be earned except in the future. Therefore, the only returns that Mr. Griffith will make personally will be those salaries paid on account of ranch services. All others are either chargeable to the War Picture and returned by Mr. Griffith as agent on behalf of the Artcraft, or made out in the name of the F-4 Corporation, if they have paid any sums, either for rent or services during 1917, in excess of $800.

I will in a day or so forward to you a statement of the amounts expended in London on account of the War Picture and the amount spent in New York, including those sums sent to you prior to Mr. Griffith's return to the Coast, which amounts will be added to the cost of the War Picture.

Very truly yours,

AHTB/R

$ 16.50 **THE PLAYERS** № 41812

New York, Feb 7, 1918

Received of David W Griffith

Sixteen + 50/100 DOLLARS

For Dues $ 16.50 To May 1, 1918

For House Charges $

For Initiation Fee $

pwje cp
Check 104

NICHOLAS BIDDLE, TREASURER

By J Miscott R Clerk

War Picture

February 7th 1918

Mr. E. Bidwell,
c/o Griffith Studios,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Mr. Bidwell:

I enclose herewith fomrs for application for copyright for Mr. Griffith to execute and file with the Register of Copyrights in Washington copyrighting his new war picture. I enclose several blanks for the copyrighting of F-4 picture likewise. The F-4 can be copyrighted directly in the name of the F-4 Corporation.

These cards should be mailed together with a typewritten description of the play, in other words, a synopsis of the story on the date that the photoplay is first shown publicly for hire.

The war picture should be copyrighted in the name of Mr. Griffith personally and two complete positive prints of the play can be subsequently shipped to Washington from New York for filing purposes. It is not necessary that the prints accompany the cards.

The words "Copyright 1918" by David W. Griffith should be printed on the negative so that the same appears in all subsequent positive prints. Be sure to spell "Copyright" and not "copyrighted" on the prints.

If you have any difficulty in understanding this procedure, Frank Woods I am sure will help you out.

Very truly yours,

AHTB/R
Enc.

~~Griffith Personal~~
Income

February 8th 1918

Mr. E. C. Bidwell,
c/o Griffith Studios,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Mr. Bidwell:

I have this day written to Mrs. Gish and Bobby Harron relative to make up their income tax statements for the year 1917. In addition to the amounts that you paid to the Gish girls and Bobby Harron there should be in your return on Form 1099 the following sums:

To Miss Dorothy Gish $1675., which Mr. Griffith paid her through me at New York, and also the amount which she received from Mr. Griffith while abroad, the amount of which Mrs. Gish has and can give you. To Miss Lillian's account should be added $745., which Mr. Griffith paid her here through me and also the amount which he paid her abroad, the amount of which Mrs. Gish has and can give you. To Bobby Harron's account should be added the sum of $600, which was paid here by Mr. Griffith through me, and also the amount which he received from Mr. Griffith while abroad, the amount of which Bobby has and can give you. These totals together with the amount you paid to the respective parties in Los Angeles will be their total salary from Mr. Griffith on account of War picture.

Explain to Bobby that he need not report the amount that Mr. Griffith owed him on account of services abroad, unless Mr. Griffith paid the same on or before December 31st 1917.

Do not charge these items paid by me and abroad separately to the War Picture, as I have included the amounts which I have paid out in statements which I will forward to you.

I note that on your weekly reports of salaries, you have not included the weekly salaries you have paid to Miss Lillian and Dorothy Gish. These amounts, even though they are paid in

cash, should appear on these statements together with the names of the respective recipients on the payroll of the War Picture.

If you should have any difficulty in making up these reports, I suggest that you consult Arthur Wright with reference thereto, and explain to him that Mr. Griffith is making the War Picture on behalf of the Artcraft, and that although these payments were made by him, or through him, that they were had on account of funds furnished to Mr. Griffith by the Artcraft Corporation, Mr. Griffith acting solely as business agent or director.

Very truly yours,

Ahtb/A

P.S.--Iam enclosing herewith tax receipt which you mailed me for the files of the F-4 Corporation.
A.H.TB.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Cincinnati Ohio.

February 8-1918

Dear Sirs

Kindly advise me if you have any paper, heralds, slides or photo's on the feature made by you some years ago, entitled Home Sweet Home, as I am in need of the same at once, please let me hear from you at once & oblige

Respectfully

Grover Schultz
2148 McLean Ave
Cinti Ohio

P.S Also your prices

Durant, Okla.
Feb 11-1918.

D. W. Griffith Corp.
~~Longacre Bldg,~~
New York City, N. Y.

Gentlemen:

Please send me by first express the following paper for "HOME SWEET HOME":

60 assorted 1 Sheets. Unmounted
10 3 Sheets assorted Prefer Mounted
4-6 Sheets " " " "
6 Sets of Small Photos
6 Slides — Also Press Dope

Also send me a sample of your heralds, cards or any other advertizing you handle for Home Sweet Home. Please have this send at once.

Yours truly,
W. T. Davidge
DURANT, OKLA.

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Telegram | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Telegram | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT

T105GS WN 53 NL 195 BROADWAY, N.Y.

F'Y LOSANGELES CALIF FEB 12 1918

A H T BANZAPF

8520

2 RECTOR ST NEWYORK NY

YOUR TELEGRAM RECEIVED HAVE INCOME TAX DATA WELL ASSEMBLED BUT ADDITIONAL TIME VERY ACCEPTABLE HAVE ADVISED STUDIO PEOPLE ABOUT THIS BURLOCK INQUIRING ABOUT HIS PASSPORT HAS IT RETURNED FROM WASHINGTON IF NOT PLEASE INVESTIGATE HOLD ALL HIS MAIL AND PAPERS NEWYORK HE WILL PROBABLY REMAIN HERE ANOTHER WEEK DEPENDING UPONTIME OF SAILING

E C BIDWELL

1201AM

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


1918 FEB 15 PM 1 39

RECEIVED AT

L109CH 47 NL BROAD ST. N.Y.

1918 FEB 15 PM 1 28

LOSANGELES CALIF 14

A H T BANZAF

1948

2 RECTOR ST NEWYORK CITY NY

MANY THANKS YOUR WIRE, PICTURE SHAPING SPLENDIDLY AM THOROUGHLY CONFIDENT WILL BE GREAT SUCCESS, WILL YOU KINDLYASK BRITISH CONSUL IF BRITISH WAR OFFICE CINEMATOGRAPH COMMITTEE HAS REQUESTED HIM TO WIRE MY PASSPORT WHY NECESSARY FOR ME TO BE THREE DAYS IN NEWYORK OVER ACCOUNTS BEST REGARDS

BURLOCK.

February 18th 1918

Mr. W. F. Davidge,

Durant, Oklahoma.

Dear Sir:

We have your favor of the 11th inst. requesting paper for "Home Sweet Home."

Will you kindly advise us as to the sources of your rights to exhibit this picture, through whom you made your contract, and send us a copy of your contract, if any, so that we may determine your status in the matter.

As soon as we receive this information, we will take up the matter of your order.

Very truly yours,

DAVID W. GRIFFITH CORPORATION

By

Secty. & Treas.

AHTB/R

War Picture

# WESTERN UNION

Form 2289

DAY LETTER ~~NIGHT~~ LETTER DAYLETTER

GEORGE W. E. ATKINS, VICE-PRESIDENT NEWCOMB CARLTON, PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

SEND the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

FEBRUARY 19 1918

W E BURLOCK HOTEL ALEXANDRIA LOSANGELES CAL

DO NOT UNDERSTAND YOUR TELEGRAM RE BRITISH CONSUL REGARDING YOUR PASSPORT WE HAVE YOUR PASSPORT FROM SECRETARY OF STATE HERE ANSWER ROTH AT ONCE REGARDING COD SHIPMENT OF FOUR PRINTS OF MUSIC TO ITALY IT IS IMPORTANT THAT YOU ANSWER ALL SUCH COMMUNICATIONS PROMPTLY IN ORDER TO KEEP ORGANIZATION WORKING SMOOTHLY ALSO CABLE LONDON AT ONCE TO MAIL YOUR EPOCH POWER OF ATTORNEY TO NEWYORK OFFICE WHEN DO YOU LEAVE

REGARDS BANZHAF

Aug

February
19th 1918

MEMORANDUM FOR BIDWELL

I enclose herewith copy of Mr. Barry's disbursements showing moneys paid by Mr. Barry to Mr. Bidwell and others on account of War Picture. From these disbursements should be segregated those items which Mr. Bidwell paid on account of expenses of the ranch, as I do not know what items those were.

I also enclose a statement of Mr. Burlock, which shows monies expended by him on account of the War Picture at London, together with items of credit for funds received by Burlock on account thereof.

I also enclose a statement which shows the total amount of money spent by Burlock as per his statement, and also total amount of money spent by Mr. Griffith in London on account of War Picture, as per three check book stubs, which are in my possession.

I also enclose a statement of moneys laid out and expended by the D.W.G. Corporation, some of which was spent through the Wark Company on account of the War Picture in New York, and some forwarded to Mr. Bidwell on account of studio expenses at the Coast. The total of these statements, with the exception of the deductions made on Barry's statement which were disbursed on account of the ranch should be added to the cost of the War Picture in addition to the funds expended by you at the Coast since Mr. Griffith's return. In other words, this total sum will represent the total cost of the War Picture up to the time Mr. Griffith received the first advancements from the Artcraft at the Coast, which sum I figure to be approximately $83026.69. I say "approximately" for the reason that there will be deducted from this sum that amount which Mr. Bidwell has disbursed for account of the ranch.

Also enclosed you will find a separate statement showing the amount of money cabled to Mr. Griffith while at London by the Wark Company and charged to the D.W.G. Corporation, and the amount paid to Mr. Burlock by the Wark Company on account

of balance due Burlock for London War Picture disbursements.

I also enclose herewith a skeleton outline of journal and ledger entries and trial balance for Mr. Bidwell's guidance. From these skeleton journal entries it will be seen that the War Picture owes Mr. Griffith $3681.99 and the D.W.G. Corporation (New York Office( $50724.70, making a total of $54,406.69, which represents the amount expended by Mr. Griffith abroad and through the New York Office on account of the War Picture. Most of these items, as will be seen by the statement rendered by the D.W.G.Corporation, were disbursed prior to December 1st 1917, and were estimated in the amount stated as having been advanced by Mr. Griffith on account of the War Picture as shown in Mr. Griffith's letters to the Artcraft, viz: $75,000. This of course also includes the amount disbursed by him and Mr. Bidwell at the coast and is in addition to the £6000 received by Mr. Griffith in London from the Famous Players, which £6000 was not included in the estimate of $75000 as having been disbursed by Mr. Griffith personally. This $75000 has been repaid to Mr. Griffith by the Artcraft note of $50,000 which he recently discounted, and by the cancellation of Mr. Griffith's personal note for $25,000, cash for which he received from the Artcraft at the time he sailed for London last year. The difference between this $75000 so received and the $54406.69, which appears by the aforesaid statements as having been owed to Mr. Griffith and the D.W.G.Corporation represents Mr. Griffith's profits, as far as I can estimate for his services while in London only.

February 20th 1918

Grover Schultz, Esq.,
2148 McLean Avenue,
Cincinnati, Ohio.

Dear Sir:

I have your favor of the 8th inst. relative to paper, heralds, slides, etc., of the picture HOME SWEET HOME.

Will you kindly advise me as to what contracts you have for the exhibition of this picture in order that I may be advised of your right to the same. Please send a copy of the contract, and I will then take the matter up further with you.

Very truly yours,

DAVID W. GRIFFITH CORPORATION

By

Secty. & Treas.

AHTB/R

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

FEB 23 PM 3 28

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 16 BROAD ST. (STOCK EXCHANGE BLDG.,) N. Y. ALWAYS OPEN

214CHBCT 10 BROAD ST. N.Y.

D W Griffith Corp.

LOSANGELES CAL 1158A FEB 23 1918

A H T BANZHAS

2086

2 RECTOR ST NEWYORK

RELATIVE HOME SWEET HOME AVENGING CONSCIENCE GET PRICE YOU CAN

D W GRIFFTH

325P

FEBRUARY 23, 1918

SYNOPSIS OF DAVID W. GRIFFITH'S WAR PICTURE

"LOVE'S STRUGGLE"

OR

"HEARTS OF THE WORLD"

Two American boys went to France to continue their art studies. There they labored without profit, save, perhaps, in the wonderful friendship that developed between them. Each married, and the families lived in an attractive old double house. One of the friends became the father of a girl. The other became the father of four boys.

The Boy, the oldest of the four sons, is burnt with the genius denied the father. The Girl is a beautiful old-fashioned child, with faith in love and prayer.

When the story opens, the Girl's father is dead, she lives with her mother and grandfather. Her mother has sent her to America to visit an aunt. When she was about to take the boat to start her voyage she becomes troubled with the thoughts of the lonely ones at home. She decides to turn back, because, as she says; "If Mother has to look after Grandfather, I'm not going to leave them". So she returns to the home.

One afternoon, while she is playing with her pet goslings, one wanders away, into the garden where The Boy is at work on his book. Together they hunt for the little truant, and when The Boy starts to throw a pebble into the bushes to scare the gosling into the open, the girl holds his arm. The Boy captures the gosling, returns it to The Girl, and for the first time they look upon each other with full appreciation of the other's attractiveness.

She goes to her own little room, and prays that "God will make me so good, so beautiful, that Boy just must love me."

In the Boy's home, the fussy little mother finds her culinary efforts unappreciated by the father and the Boy, each immersed in his artist work. The youngest boy is inclined to hero worship, idolizing The Boy, and he sits at the Boy's knee for hours, while the latter works.

On the afternoon The Boy finished his book, he reads it to his father and mother, with great enthusiasm. The littlest boy plays at his feet, pretending to black his shoes, and then the little fellow seats himself on the foot, ready for a "ride". As the boy steps back and forth in the play of his excitement, the little boy has his "ride." Then he runs over to his other two brothers and joins in a spanking game. Meanwhile The Girl and her mother enter the room. They hear but the last part of the story. The Boy gives The Girl a copy of the manuscript.

In another part of the city, Monsieur Cuckoo and the village carpenter are discussing the fine points of gardening. At a distance, the Little Disturber has been entertaining a street throng with an imitation of a late popular success. She is a street singer, with tambourine and mandolin. In her search for spare coins, she comes upon Cuckoo and the Carpenter in the argument. Cuckoo is impressed, and draws out his wallet. While he stands gazing at the Little Disturber, the carpenter takes a coin from the purse, and gives it to the singer who immediately goes away. Cuckoo, after berating the carpenter for his liberality with another's money, gazes after the girl.

While she proceeds homeward she comes upon The Boy outside the garden wall. She begs for money and he gives her a coin. Then she looks at him, fingers the coin, reassures herself of his attractiveness, returns the coin, flirts, and offers the privilege of a meeting at an early date. The Boy, unsophisticated in such affairs, is bashfully perplexed.

While hurrying homeward, the Little Disturber comes upon Monsieur Cuckoo, who stops her. She looks at him coldly, snips her fingers at his right shoulder, again at his left, to the amazement of Cuckoo, and then snips his nose, laughing as She runs away. When the Little Disturber goes to her room, she realizes she is in love with the Boy.

When the Girl reads the manuscript in the secrecy of the garden, she is greatly impressed with the dedication:"To the Blue Eyes of an Old fashioned Girl." The Boy comes upon her there, but does not disturb her.

A few nights later, the Little Disturber, with two boy companions occupies herself with twilight minstrelsy. The Boy hears the sentimental music, and goes into the garden. In her room, the Girl hears it also. The effect of the music and the evening lure her too into the garden. The walls separate the two. And in another street M. Cuckoo looks after the Little Disturber with wistful eyes.

Unconsciously, the Boy and the Girl go to the door, separating them. Then the subtle charms of love, lead the Boy through the door, and he comes upon the Girl.

In the window above, the three little brothers have seen the couple. They watch their embrace. The littlest boy is highly wrathful at anyone putting her arms around his hero. The boys throw open the blinds, call down, and then close them quickly.

The Boy and the Girl, in embrace, hear the click of the blinds, look up, and seeing the boys, smile, re-embrace, and then move slowly away through the village for their first romantic walk.

On the next day, the Little Disturber is on the look out for the Boy. She plans to make her charms invincible with the aid of perfumery which she pours down her neck, sniffs to assure herself of its potency, and then waits for the Boy. When he comes, she flirts aggressively. He discourages her. She begs him to take a walk, just so he can tell her why he doesn't like her. He refuses the invitation, then the impetuous Little Disturber decides she shall not be denied a kiss, so she throws her arms around his neck, and he responds to the piquant experience.

The Girl has been distributing little gifts to the poor, and returns home buoyant with her love for the Boy. Then she sees the Boy and the Little Disturber clasped in each other's arms. Shocked she looks again, realizes what has occurred, and laughing at her folly in loving untrustworthy man, goes into her home.

The Boy, recovering from the shock of the unexpected embrace, repulses the Little Disturber, and returns home. And the Little Disturber, angry at the repulse, comes upon M. Cuckoo waiting for her. She cuffs him vigorously, kicks him and swaggers on. At first M. Cuckoo is enraged, but then he realizes that even her blows are caresses.

The Girl meets the Boy in the garden. It is the end of the world, for she gives him back all the little gifts he has presented to her. She tells of having seen him with the Little Disturber. He is heartbroken, then explains the affair, is forgiven, and the sweethearts draw together when they pledge to love each other forever and forever.

On the day they are betrothed, the two families meet in the Boy's home. The brothers are summoned to salute with a kiss and congratulations, the sister-to-be. But the littlest boy, feeling the girl is stealing away his hero, rebels. When finally he goes up to her, he looks fiercely upon her, then sticks out his tongue at her, but under her winning smile, relents, and "makes up", sealing the pact of peace with a kiss.

There is a betrothal party held in the Girl's home. The Boy and Girl leave for a stroll. But the Boy emerges from the gate first, resplendent in formal attire. The Little Disturber comes upon him, rushes up to him, and there the Girl finds the couple again. The Boy waves the Little Disturber aside, and walks away with the Girl, whereupon the Little Disturber vents her anger by spitting at the couple.

She later comes upon M. Cuckoo, and decides if she cannot have what she wants, she will want what she can have. Cuckoo is defensively on the watch when the Little Disturber appears, ready for more blows, but she smiles, and Cuckoo is overcome with bliss. They walk away, Cuckoo radiant, the Little Disturber with a wry smile.

Into the town has come Von Strohm, a tourist serving the German autocracy. He is interested in architecture and foundations, from the throough inspection he gives the village buildings. He goes to the Inn which is sheltered beneath a hill, and has a secret conversation with the woman from the north who had recently purchased the Inn. He hands her money. Then strolling away, he passes the gate near which the Girl sits. Her ankles are exposed to his gaze, as she peels potatoes. He

attempts to enter the garden. She protests by shutting the door in his face. He gayly puts a flower into the knothole in the gate, pokes it through with his walking stick, and walks on.

The Girl, with white thread and whiter dreams, sews on her wedding clothes.

One day the Boy rushes to her home with a letter from the Adademy, notifying him he has won the prize with his new book "Summer Seas". As he and The Girl are exulting over his success, drums sound outside. The village crier is giving the alarm that the army is to be mobilized at once. The Boy hears the noise and rushes out. He reads the poster announcing the Great Moment. Also reading it are M. Cuckoo and the carpenter. All agree they will enlist at once.

The Boy returns to the house, and excitedly cries that it means "War!" And he is going. After he leaves the house the girl goes to her room, where she has had so many dreams, and puts the sweetest of them away, placing her wedding trousseau in a chest.

M. Cuckoo, in uniform, calls upon the Little Disturber. He is amazed when she cries at the thought of losing him. So his high spirits find expression in strutting about the room, the promise "In two weeks I will return to you with a lock of hair, the Kaiser 's moustache." Then he gives her his purse and his watch, splendid gifts to the Little Disturber.

The Boy calls on the Girl for the parting farewell. Likemany other women, she masks her aching heart with a smile as she says good-bye.

The farewells in the Boy's home also are said. The littlest boy clings to his hero's neck and finally has to be pulled away by the father.

In the same company, the three musketeers march away, out of the village. The Girl walks along a few steps with the Boy. The Little Disturber gayly forces a flower into M. Cuckoo's mouth as she trudges merrily beside him. And the Carpenter walks alone, wiping the sweat from his forehead as he puffs under the unusual exertion.

The Three Musketeers enter the trenches just outside the village. Raids and counter-raids, assaults and attacks follow, bomb and shrapnel, followed by bayonets, feature the desperate combat. Finally the trench is overwhelmed. The Boy, who has written to his parents and to The Girl, that they need not worry, for the trench will never yeild, refuses to leave. Finally he is dragged away by M. Cuckoo. In a later charge, to drive back the Boche, the Boy is wounded, and left for dead on the battlefield.

The Gendarme has warned the families of the Girl and the Boy to leave, but neither family believes the danger imminent. Repeated warnings fail to frighten them to a realization. And then the village is bombarded. It is the day the Boy and the Girl were to have been married. The households were at peace. The Girl's mother was rolling yarn from a skein which the grandfather held in his hands. All is quiet in the Boy's home.

Then comes the cannonading. Panic stricken, the families prepare to leave. The Girl thinks of the most precious thing she has, which she will save. It is her wedding trousseau. She gets it from the chest and returns to help her grandfather. In his feeble condition he is so dazed the skein of yarn is still held in his hands. The Girl's mother rushed into the street to get a vehicle. The Girl pushes the grandfather toward the waiting carriage. But a little boy, holding the horse, becomes frightened and flees. The horse runs away. When the Girl arrives, the carriage is disappearing. She returns to the grandfather, who staggers against the side of a building. An explosion shatters the building. The Girl returns to hunt for her grandfather in the debris. She finds his mutilated body.

Then she runs down the street for help. A guard seizes her and rushes her into a cellar where other women have been taken for safety. There is one woman who has been injured by the explosion. Her mouth bleeds. She collapses when taken to the cellar.

The Girl's mind is rocked by the horrors and frightfulness She has seen the Boy's father killed also in an explosion. The Boy's family was alone in the sitting room when the first shock came. The father was killed in the street.

The Girl sees a partly nude woman beside her, with a child in her arms. She gives of her wedding garments to the woman, pressing them about her to keep her warm, but the wedding gown and veil she withholds, for they are too precious for gifts. Several times she starts up toward the stairs, but the soldier on guard stops her. She returns to the center of the cellar room, and then sees the woman. It is her mother, frightfully hurt. The mother asks for a drink of water. The girl gets it. While she is gone, the mother collapses and dies. The girl returns with the drink of water. All is excitement for the women have been ordered from the room. Then she realizes her mother is dead. For an instant she kisses her, again and again, then realization comes that her mother is dead. Slowly as she comprehends, the simple soul of the girl, shattered by the repeated tragedies, gives way, her sanity becomes affected, and a delirium of raving comes. She is mad -- sweet bells jangled out of tune.

Alone she goes out of the cellar, staggers along the street, where all is intense excitement. The villagers are evacuating. With cart, and wheelbarrow and yoke, they bear away their slender savings, all with bundles and packs, some with geese and some with sheep. The Girl has only her wedding clothes.

From a wounded neighbor she learns where the Boy has been battling, and in her madness, she decides to go to him. With skip and hop, the Girl, clinging still to her wedding clothes, goes out into the countryside to the trenches in search of the Boy,,for this is their wedding night. As she capers along in a gait unsanctioned by sanity, she comes upon a wayside shrine. She bows before it, offering a prayer, and then she turns, draws the wedding veil over her head, and skips along again. She comes upon a still form. It is but one of the unnumbered dead.

To another form she comes. It is the Boy. Triumphant, she bends over him, speaks to him, caresses him. She believes him dead. And then she lays herself down into the strangest of marriage beds, creeping into the still arms of the Boy, nestling her head against his unresponsive breast, wrapped in her wedding clothes, and there she sleeps.

At dawn she awakens. Rushing hither and yon for help, she goes away. And somehow she finds her path back to the battered village. Red Cross scouts come along the trenches. One passes by the Boy as dead. Another comes, detects the existence of life, administers first aid and bears him away to the hospital.

The Germans enter the village. The women have been quartered at the Inn, which is strangely avoided by the German gunners. The Boy's mother and his three brothers take up their home in a squalid cellar. The Girl goes to the Inn for help in rescuing the Boy. As she pleads for aid, a squad of German infantry enter the inn yard. The Girl collapses.

Later she recovers consciousness under the ministrations of a strange nurse, the Little Disturber, in a small room in the Inn. When the Girl recovers she is put to work, washing clothes. Later she is selected with other women to go into the field and dig potatoes. She is ordered to lift a heavy basket of potatoe s into a high cart. Her fragile strength will not permit. The brutal soldier acting as overseer, orders her to try again. Again she fails, the basket falling to her feet. The Overseer then strikes her down with his whip and beats her until blood runs from her lip. Then another woman is called to perform the task. The girl returns to the inn exhausted and callapses on her bed which is laid on the floor in her room.

The Little Disturber also is kept to work in the Inn. One day she weeps over her distress, and the woman who owns it finds her wiping her eyes with a tablecloth. She rebukes the Little Disturber. When she leages the room the Little Disturber continues drying her eyes on the tablecloth. An assistant to the landlady scolds her, and the Little Disturber, infuriated, drives the woman out of the room, with the aid of a heavy bottle.

While the girls are about their labors, a group of German soldiers enter the backyard of the Inn, They call for beer. While waiting for The Little Disturber to serve them, one calls another's attention to the new hand grenades which he describes as very powerful.

When the Disturber brings the beer, the soldier with the hand grenade in his hand asks her to put his bottle of beer on the grenade. When she shrinks back, the soldiers laugh hilariously and the soldier with the grenade pretends to turn the cap at the handle of the grenade three times, explaining to her that is the way to set it off. When the Girl passes by, at the time, with a basket of laundry on her arm, one soldier tells the other that she belongs to a "family of idle people and such like", whereupon the informed one announces that the Kaiser will not stand such foolishness, but will make all women work.

Meanwhile the Boy returns to the trenches from the Hospital. M. Cuckoo sits writing, the Carpenter repairs his sock when the Boy appears. Both embrace him, and tears are in there eyes. In French fashion they kiss him.

Into the battles again the Boy plunges. When the officer of his little company is killed in action, he assumes charge, and wins permanent promotion.

While interpreting for some prisoners the Boy learns where his loved ones are, and of the beating the Girl has received. In the Dugout he tells M. Cuckoo and the Carpenter of what he has learned.

Shortly afterwards he volunteers to go on a dangerous mission to the enemy trench. With two others, he camouflages himself and approaches the German trench after dragging himself along on his stomach. When he returns to his own trench, he reports to his superior that the Hun sentries are so far apart a regiment could be driven between them.

Back in the wretched cellar, the weakening mother with her three boys gradually loses strength. She has been forced to do washing for the German officers, receiving brutal treatment from them. While she slaves at the wash tub, the littlest boy, with book in hand,

strolls back and forth in the room, imitating his hero.

In a trench nearby, Von Strohm and friends, with the aid of entertainers from Berlin, demonstrate the hardships of trench life. The trench is expensively furnished with stolen draperies and furniture. Dancing girls in scant costumes mingle with the Germans. Drinks are served. Riot and revelry prevail, with a piano and violin furnishing music.

In the little cellar, the mother has been forced to go to bed. The three boys are about her. Gradually her strength sinks. She realizes she is dying. The middle boy first realizes her condition when he comes to her bedside, with the spoon he has used to stir the soup still in his hand. He calls his older brother. The mother says her farewells, then the littlest boy is called. He tries to choke back his tears. The mother's last words are "Be brave, My boys, be brave."

The boys, unwilling to suffer profanation of their mother's memory at the enemy's hands themselves bury their mother in a grave they have dug in the floor. There is no requiem save the ever-sounding guns pounding outside, no prayers save childish tears.

In the dugout, the revelry continues. Soldiers bring in two French girls with shawls over their faces so they cannot see where they are going. The drunken German officers then embrace the frightened girls. When the officers leave the room, the girls are dead, sacrifices to the lust of the officers.

The Girl, while going with her basket of clothes to a line, comes upon the Boy's three brothers near the Inn. They recognize each other in garb so different from what they have worn previously, and have a joyful reunion. The boys are hungry and the Girl agrees to give them food.

Meanwhile the Boy in the trenches, agrees to go on a dangerous mission. He disguises himself in a German uniform, and under cover of dark and rain, goes to the enemy trench. He is stopped by

two sentinels, but he reprimands them for not being at their posts, and allays suspicion.

Von Strohm is on a tour of inspection of the trenches. As the Boy continues along the enemy trench, he meets Von Strohm and party, salutes and passes. The Germans become suspicious, and Von Strohm sends a lieutenant after the Boy to investigate. Two overtake the Boy. They ask him the name of his regiment. He gives them the name of a regiment which he knew had accupied the trench formerly. The German officers inform him the regiment left the trench a month ago.

The Boy, in a struggle, knocks both Germans down, and flees. They chase after him, but lose him when he goes over the top and into a shellhole partly filled with water. They report falsely to Von Strohm that the Boy has been killed.

After two days and nights in the shell hole, the Boy gives the awaited signal for an assault by the French.

Back in the village a German officer enters the sack factory and selects the girls for deportation to the munitions factories. The Girl and the Little Disturber, found in their room, also are selected.

The Boy, now back of the enemy's lines, determines to go to his loved one's in the village. He arrives at the old wall which had been so vital in his romance, and now it is crumbled and broken. A sentry patrols in his direction, and he rushes to the back of the Inn where he conceals himself.

The Girl takes some food and prepares to leave the Inn and go to the three boys, to escape the deportation in the morning. The mothers and the daughters, the latter to leave in the morning to go as German slaves, hold an all night vigil in a cellar, praying for succor.

Von Strohm's mess is closed so he comes to the Inn for food. The front door is closed, so he enters by the rear door. As he passes along the corridor, he comes upon the door to the Girl's room, partly opened, as she is ready to leave. He sees the Girl and entwrs, recognizing her face and her ankles as those of the girl he had seen in the peaceful garden before the war came.

He attempts familiarities and the Girl runs from the room, into the main room of the Inn. Von Strohm follows. The Girl seeks protection from the blind musician who lies in a corner of the room. She tries to get out the doors but Von Strohm has locked all avenues of escape. He is certain of his victim now. He goes to the bar, returns with a bottle of liquor, breaks the neck of the bottle on the table and drinks. He caresses the girl amorously and lustfully. In her terror, she begs to be let alone. He gloats drunkenly over her charms, leaning back in his chair and putting one leg on each side of her as she stands, so she can not escape. Then lies on the floor, and signals her to lie down with him. When she refuses he gets up and seizes her. She runs, but he overtakes her, picks her up, carries her to a distant part of the room.

A party of officers have been hunting Von Strohm at the mess and come to the Inn for him. They knock at the door and demand admittance. Von Strohm is forced to leave his victim, just as he has her fainting in his arms. He drops her to the floor, and opens the door. The superior officers command him to accompany them in the machine. The Girl creeps brokenly back to her room, and collapses ina chair. Then she determines to leave at once, so she takes her sandwich and wraps the knife she used for cutting the meat in a shawl.

As she starts out the back way, the Boy sees her. He goes up to her. The Girl sees only his uniform, and with the horror of the German's in her heart, prepares to stab if the man touches her. As the Boy comes closer the Girl gets her knife ready for a desperate thrust. Then she looks up. From terror, the expression of her face



MUSEUM OF MODERN ART FILM LIBRARY

changes to surprise, wonder, bewilderment, joy and supreme happiness. They embrace.

Von Strohm has returned to the Inn and demands food of the Little Disturber. When she goes to get it, shesees the back door open. She goes to close it, looks out, and sees the Girl in the arms of a man in a German uniform. The Little Disturber rushes out to scold the Girl for her apparent disloyalty to the Boy. Then she identifies the Boy. She has a roast on a plate in her hand, and the Boy is so terribly hungry, he wants some, but the Little Disturber has to rush back to serve Von Strohm.

The soldier who beat the Girl in the field for her weakness, strolls up to the back wall of the Inn. The Boy and the Girl are warned of his presence when he knocks his pipe against the gate to dislodge the ashes. They go to the Girl's room. The the Boy collapses from hunger and lack of sleep. At once he sleeps. The Girl bends over him to make him comfortable, and talks to him. The door is partly open. The soldier walking along the hall, hears the voices and starts to enter. The Girl halts him. As he turns to leave, she eagerly slams the door to. That makes the soldier suspicious, he turns, and enters the room.

He sees the Boy, talks with him and then says: "You are my prisoner." He starts to draw his revolver. The Boy leaps up, seizes the revolver, and struggles. The heavier soldier pushes the Boy into a corner of the room. The Boy with one hand on the revolver, pushes it back. Slowly, crushingly, the powerful soldier turns the muzzle of the weapon towards the Boy to kill him. The Girl is frantic, now that she has her Boy again, only to lose him probably forever. She beats her hands against the table in her despair, and then she sees the knife. The back of the soldier is to her. With a desperate effort, she lifts the knife high in her two hands, and strikes twice. The soldier turns and reels. The Boy shoots him with the captured Revolver. The soldier goes into the hall, and falls.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

The Boy and the Girl leave the room, for a place of greater safety. They go into the yard back of the Inn. Meanwhile the French, British and Scotch, after bitter struggle, triumph over the Germans, and the fighting enters the village streets.

When the Boy and the Girl start out of the yard, their flight is barred by a group of soldiers. They flee up the steps into an unused upper room in the Inn.

After their excitement subsides, the Boy puts his hand to his stomach and complains of hunger. The Girl remembers the sandwich she was preparing to take to the children and had in her pocket. The Boy eats ravenously.

The soldier, whom the Girl had stabbed, arouses himself enough to stagger to the dining room where he salutes Von Strohm, reports the Boy's presence in a German uniform, and falls dead.

Von Strohm, summoning aid, rushes to the Girl's room. He returns to the main room, orders a search made for the Boy and Girl, and then demands the Little Disturber tell where they have fled. The Little Disturber protests ignorance, Von Strohm punishes her to make her tell. The Boy and Girl take the vows to be man and wife, he putting his ring on her finger.

The search is carried to the upper room. The Boy hears the French guns in the street, and goes to the door to see if the village has been retaken by his comrades. The Girl goes to the other door, and steps out into an old hallway. The door closes after her. It is latched on the inside. When the Boy turns, the Girl has disappeared. Before he can follow her, the door opens from the outside stairs under the smashing blows of a soldier hunting the Boy. A ferocious fight follows, during which the Hun tries to bite the Boy's ear. When the Boy is downed by his heavier foe, he kicks the man above him in the groin, knocks him over, and then kills him with the gun. Another German enters, and is shot by the Boy.

Von Strohm and his men have approached the attic room by the inner stairway. They find the Girl frantically beating at the door. She protests the Boy is not in the room. Von Strohm chokes her to make her confess. She falls. Von Strohm then leaves the Girl in charge of a soldier while he goes for more men to beat down the door and capture the Boy.

The Boy, victorious in two fights, opens the door out of which the Girl had gone. He shoots the man guarding her. She enters the room with him and the doors are bolted.

Von Strohm returns to the hallway with several soldiers. They beat at the door with their gun butts. A soldier breaks his gun. Von Strohm tosses it away, takes another gun, and beats at the door. The Boy shoots through the door at Von Strohm. When he has but one more shot, the Girl holds his arm so he cannot shoot, puts the muzzle of the pistol to her breast and asks him to kill her, so they may die together. At first he refuses, later yielding. He holds the gun to her breast as the door slowly breaks under the blows.

The Little Disturber, who had seen Von Strohm choke the Girl, runs down into the main room of the Inn for help. As she starts toward the door, it is blown in, she tries the other door, and that too is blown in. As she darts into the street, a squad of Germans carrying a box of hand grenades, is annihilated by exploding sharpnel.

The Little Disturber sees the hand grenades, remembers the instructions for exploding one, snatches one from the box, and runs back upstairs to the landing where Von Strohm is about to enter and capture the Boy and the Girl. She turns the cap three times, and throws the grenade; jumping down the stairs as she did it. The explosion kills all the soldiers but Von Strohm. It blows in the door, and Von Strohm staggers into the room. The Boy kills him.

The French soldiers enter the town. The Boy joins them in the final fighting.

French soldiers come down into the room where the French mothers are keeping vigil with their daughters and bring them the wonderful news of their deliverance.

In the cellar the Boy's three brothers are hiding when a shell explodes above them and rafters and debris fall into their refuge. The Boy comes down in search of his brothers and after greeting the two older boys sees the littlest one lying still and covered with dirt. But when he speaks to him, the child looks up unhurt and the Boy takes him in his arms.

While the village is being bombarded the Little Disturber is thrown to the ground and a soldier is just about to drive his bayonet into her when he recognizes her and she sees it is none other than M. Cuckoo. They have a happy reunion.

Later the three musketeers, the Girl, the Little Disturber, and the three children have a party. The Boy is wearing his new officer's unifrom and they have a very gay time. While they are eating, through the streets march American soldiers, come to help France in freeing the land of Autocracy. Thousands of American troops are seenlanding and a long line of battleships.

M. Cuckoo leaves the party and jumping through a window in his enthusiasm rushes up to a surprised American and hugs and kisses him.

At the end of the story the Boy and Girl stand together in the window waving the American Flag with a bright halo of light over all.

COPY.

Los Angeles,

February
Twenty-fifth,
1 9 1 8.

Register of Copyrights,
Washington, D.C.

Dear Sir:

Enclosed please find application for copyright for motion picture photoplay made out on your form L-1, accompanied by typewritten synopsis of David W. Griffith's War Picture entitled, "Love's Struggle."

Two complete copies of the picture will be submitted for your requirements as soon as the positives can be printed and assembled.

Yours very truly,

(Signed) E. C. Bidwell

Secretary to Mr. Griffith.

HOLLYWOOD 2800 HOME 10165

# D. W. GRIFFITH STUDIO

4500 SUNSET BOULEVARD

LOS ANGELES, CAL., February 26th, 1918.

A. H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:

As per your request to Mr Grey I am enclosing herewith copy of synopsis sent to Washington together with letter and copy of their form L-1.

Very truly yours,

E C Bedwell

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

W. of Pict

D.W.Griffith

Los Angeles,
February
Twenty-eighth,
1 9 1 8.

Mr. A. H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:

I have sent the enclosed letter to McCarthy. The financial people out here seem to think it all right for our office to handle the play but don't think it a good idea to let them believe that they have absolute control and power as they think the idea that a restraining hand may be laid upon the reins at any moment will work for very good results.

Keep this to yourself. But I think it a good idea that Zukor transmits any authority to us and let us transmit it to the office and be sure to have it understood that the control is in my hands, and not in the hands of an office, as the exploitation of this picture is a very big and serious matter. There is no doubt if it is properly exploited it will make a lot of money.

Have you heard anything new about the possibility of getting theatres?

Very sincerely yours,

D W Griffith

DWG:W

Los Angeles,
February
Twenty-eighth,
1 9 1 8.

Mr. J. J. McCarthy,
807 Longacre Bldg.,
New York, N. Y.

Dear Mr. McCarthy:

Following out the idea of my telegrams concerning exploitation of the new play in the East, I will try to explain more clearly my meaning.

I think there is no doubt, outside of whatever merits the play itself may have, that it has extraordinary value from an advertiser's point of view. I think it would be a childish mistake to put it on as you would the Birth of a Nation or Intolerance.

Adverse criticisms of the average critic reviewing it as they would an ordinary play might go out and have a very bad effect on business. I am absolutely certain that if this could be handled right we could avoid even a chance of this occurring from any of the big responsible papers.

I think personally a way to do this might be by getting some Government department behind it. Say some of the gentlemen who showed such interest when I was there. One gentleman I have in mind in particular, whom I had luncheon with several times, a friend of yours, I believe. I refer to the gentleman who was at luncheon with Barry and myself when I made my trip south before coming out here.

The services of a man of his type and influence could be used. I know he could find easy access to the owners of the big dailies in New York and Chicago by placing before them the idea that this was not to be looked on as an ordinary play, or criticized from that viewpoint, but was a propaganda effort of much value to the government.

I am sure this could be done and I am sure it would be most effective. I believe that we should open in New York as we did the Birth, giving it a pre-view and using influence of this kind to get a representative audience as was present

at the Birth but which we did not have at Intolerance. I am writing this now because I know we will need a little time to do this.

I think perhaps if some government department could take the picture under its wing it might be a good idea. However, if the services of such a man as your friend with whom I talked quite often at Washington could be obtained to use his time in personally seeing the owners of the big eastern press, particularly New York, it would be certainly worth a great deal to us. We could easily afford to set aside a fund to take care of any losses he might suffer for his time.

Perhaps another could be obtained if this gentleman would not be available although I should think he would be just the type of man. A tidy little sum might be turned over to his pet charity, any that he might designate. However, if he has the interests of the government at heart I am sure he would need nothing else than this interest to stimulate him to enormous effort.

As I have said before, I am sure the government of this country will not be able to find in the combined effort of the press of the country for a months time a propaganda to reach the people and stir their hearts to patriotism and open their purses as well to the government in buying Liberty Bonds and other financial, moral and soul support, as will this cinema play. It should certainly reach the entire millions of this country's people who do not read, who do not go to ordinary theatres, or hear public speeches, but will, if this play is properly handled, be thrilled and stirred to their very depths by the story of the wrongs the world has suffered; the horrors and debaucheries of autocracies; and will be thrilled to a great desire to avenge these wrongs and make it impossible that they shall ever be repeated. After seeing the play many have remarked they would like to get the opportunity to go over at once and take a hand in the scrap.

I think it will stir the people as much as The Birth of a Nation but this time it is a stir very much needed.

Very sincerely yours,

DWGW

February 28th 1918.

D.W.Griffith (D.W.G.Corporation)

In account with EPOCH PRODUCING CORPORATION

| | | |
|---|---|---|
| Net income for February,1918, as per Treasurer's report, | | $35,644.54 |
| 37½%, your share, | $13,366.70 | |

Distribution:

| | | |
|---|---|---|
| D.W.G.Corporation, | 60% | $8,020.02 |
| (assigned) | 40% | $5,346.68 |

TREASURERS REPORT FOR MONTH OF FEBRUARY 1918.
EPOCH PRODUCING CORPORATION.

| | | | | |
|---|---|---|---|---|
| Income, Company A | | 5,770.44 | | |
| B | | 3,865.39 | | |
| C | | 4,522.58 | | |
| D | | 6,557.97 | | |
| E | | 5,961.15 | | |
| F | | 4,651.79 | | |
| G | | 3,942.68 | | |
| H | | 4,350. | | |
| I | | 2,000. | | 41,622.00 |
| Special | | | | 9,500. |
| Aust.Co.#2 | | | | 242.36 |
| Rights, Gt. Britain | | | | 6,652.80 |
| Royalty on music | | | | 917. |
| W.E.Burlock,Mgr. Eng. Cos. | | | | 5,134.87 |
| Sinking Fund | | | 150. | |
| J.C.Williamson,Ltd. | | | 110.61 | |
| Expense, General | 5,105.04 | | | |
| Company A | 3,251.95 | | | |
| B | 2,179.26 | | | |
| C | 1,633.65 | | | |
| D | 1,731.13 | | | |
| E | 1,063.27 | | | |
| F | 1,534.12 | | | |
| G | 1,313.67 | | | |
| H | 1,015.04 | | | |
| I | 699.20 | | | |
| Special Co. | 158.62 | 19,684.95 | | |
| English Co.#1 | | 7,439.35 | | |
| Australian Co.#2 | | 131.75 | | |
| | | 27,516.66 | | 63,161.20 |
| General & company expenses,Feby. | | | | 27,516.66 |
| | | | | 35,644.54 |
| D.W.Griffith, royalty expense | | | 13,366.70 | |
| Thomas Dixon, " " | | | 8,911.14 | 22,277.84 |
| Net earnings for Feby. | | | | $13,366.70 |

TO THE WESTERN UNION TELEGRAPH COMPANY, DR.
INCORPORATED

| MONTH AND DAY | TO / FROM | NAME OF POINT | AMOUNT |
|---|---|---|---|
| 1918 FEB | | | |
| 2 | TO | LOS ANGELES | 1 20 |
| 6 | TO | LOS ANGELES | 1 00 |
| 13 | TO | LOS ANGELES | 2 40 |
| | | " | 1 00 |
| 14 | TO | LOS ANGELES | 17 66 |
| 15 | TO | LOS ANGELES | 6 30 |
| | | LOS ANGELES | 2 40 |
| 22 | TO | LOS ANGELES | 11 40 |
| 23 | TO | LOS ANGELES | 3 00 |
| | | " | 6 00 |
| 27 | TO | LOS ANGELES | 1 21 |
| | | " | 1 84 |
| 28 | TO | LOS ANGELES | 3 30 |
| | | FEDERAL TAX | 65 |
| | | | 57.36 |

Mar. 1918

Paid by check of Dwg Co #713

MUSEUM OF MODERN ART FILM LIBRARY

War Picture

Form 2

# WESTERN UNION

# TELEGRAM

CABLEGRAM (CLT) (CLT) CABLEGRAM.

GEORGE W. E. ATKINS, VICE-PRESIDENT — NEWCOMB CARLTON, PRESIDENT — BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

**SEND** the following Telegram, subject to the terms on back hereof, which are hereby agreed to March 1 1918. 191

To ALFRED BUTT GARRICK HOUSE LONDON (England)

GRIFFITHS NEW PICTURE MARVELOUS THINK

WILL RUN LONDON FULL YEAR HAS WONDERFUL LOVE STORY BESIDE

SPECTACULAR FEATURES SAILING FIRST STEAMER.

BURLOCK

(William E. Burlock
Room 1615--#2 Rector
New York City.

Charge to:
Albert H. T. Banzhaf,
#2 Rector Street, N. Y. City.

SENDER'S ADDRESS FOR ANSWER — SENDER'S TELEPHONE NUMBER

Form 2

# WESTERN UNION

# TELEGRAM

CABLEGRAM (CLT) (CLT) CABLEGRAM.

GEORGE W. E. ATKINS, VICE-PRESIDENT — NEWCOMB CARLTON, PRESIDENT — BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

**SEND** the following Telegram, subject to the terms on back hereof, which are hereby agreed to March 1 1918 191

To COLLINS DRURIOLANUS LONDON (England)

CANNOT DECIDE UNTIL CONSULTATION BEAVERBROOK

JURY SAILING SOON BEST POSSIBLE REGARDS

BURLOCK

(William E. Burlock)
Rm. 1615- #2 Rector Street,
New York City.

Charge to
Albert H. T. Banzhaf,
#2 Rector Street, N. Y. City.

SENDER'S ADDRESS FOR ANSWER — SENDER'S TELEPHONE NUMBER

MONTHLY STATEMENT

# THE McCLELLAN MFG. CO.

MANUFACTURERS AND JOBBERS

N. W. COR 10TH AND LOS ANGELES STS.

LOS ANGELES, CAL.

TELEPHONE
F 4365

D. W. Griffith Studio
4500 Sunset Blvd

Statement of your Account for Mar 1 1918

| DAY | MEMO. | CHARGES | CREDITS | BALANCE |
|---|---|---|---|---|
| 1/26 | TO BALANCE Mer | 450 | | |
| 2/8 | | 120 | | |
| | | | | 570 |
| | Less Cr 3/2/18 Ck # 338 Reg 120 | | | 450 |
| | | | | 120 |

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

March 1st 1918

D. W. G. CORPORATION

TO

ALBERT H. T. BANZHAF, DR.

| | |
|---|---|
| To professional services, month of February | $150.00 |
| Telegrams (Chargeable to War Picture) | 33.12 |
| Incidental disbursements | 8.70 |
| | $191.82 |

Received Payment
MAR 11 1918
Albert Banzhaf

# COMMERCIAL TRUST COMPANY
OF NEW JERSEY.

No. 16894 $15.00

Jersey City, N.J. 7 March 1918

Received from [illegible] Fifteen Dollars,

for use of Safe No. 1444 in the Vaults of this Company

from 1 Mar. 1917 to 1 Mar. 1918 Subject to the

Rules and Regulations of this Company

[illegible]

Assistant Secretary

# RULES AND REGULATIONS

OF THE

## SAFE DEPOSIT DEPARTMENT OF THE COMMERCIAL TRUST COMPANY OF NEW JERSEY

The vaults will be open from 9 A. M. to 5 P. M. of each business day, excepting Saturday, when the hour of closing will be 12 M.

The contents of safe must not be examined in the vault, but in the rooms provided for that purpose.

The use of a safe is in every instance granted by the Company, and accepted by the person using the same, upon the express understanding and agreement that the Company may terminate such use and require the vacation and surrender of the Safe and of the Keys or combination thereof at any time upon the repayment or tender of repayment of the *pro rata* proportion for the unexpired time of the amount paid for the use of the Safe. This Company is not responsible for contents of safe unless by special contract.

The Assistant Secretary must be immediately notified of change of Business Address or Residence.

Deputies can be appointed only in person or by power of attorney properly acknowledged.

Safes must not be left unlocked at any time.

If a Key is lost the Company should be notified without delay, and the remaining key brought here, that the lock may be changed. Lost keys must be paid for. Safe holders receive at least two keys.

Payments for the use of Safes or for Storage are due and payable in advance.

The Company has the option to consider that the Safe is not surrendered until the Keys are returned, or the Company is notified in writing.

The Joint Tenants' Safes, either party has the right to surrender the safe.

D. W. GRIFFITH COLLECTION
MODERN ART

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

1918 MAR 4 PM 4 16

ROAD ST N Y

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

**RECEIVED AT**

H

1918 MAR 4 PM 4 06

489CH 36 BLUE

FY LOSANGELES CALIF 1156A 4

2557

W E BURLOCK

CARE A H T BANZHAF NO 2 RECTOR ST NEWYORK NY

HAVE RECEIVED NO WORD RELATIVE TO ENGLISH TITLES PLEASE LET US HAVE THESE

DID YOU SEE THE PARTY REFEREMCE TO BRITISH AMBASSADOR ALSO DID YOU SEE

WAR OFFICE PEOPLE GETTING PERMISSION TO USE OFFICIAL PICTURE

ANSWER

D W GRIFFITH.

March 4, 1918.

Mr. Jesse L. Lasky,
6284 Selma Avenue,
Hollywood, Cal.

My dear Mr. Lasky:

I am enclosing a draft of an agreement with Mr. Griffith, covering the war picture.

I have gone over this contract with Mr. Banzhof, and I believe that he is satisfied with it. He will doubtless write to Mr. Griffith tonight, giving him his exact views concerning it. The reason I am forwarding the contract to you is that we want to save time. If Mr. Banzhof sends the contract to Mr. Griffith, with his comments, and then waits for a reply, the contract would still have to go out to the Coast for Mr. Griffith's signature, so as I said, we both agree that the easiest way is for me to send it to you, with these comments, and Mr. Banzhof will write to Mr. Griffith, making any supplemental suggestions which he does not want to make through me.

Mr. Zukor is of the opinion that the agreement should be entered into prior to the release of the picture, and I coincide with his view that such action would avoid possible misunderstandings on either side, or both.

So that you will understand the form of this contract, and how it came about, I want to point out that we have had to keep in mind tax problems, and avoid any construction which might tend to make us co-partners. You will, therefore, note that the true theory of the transaction is carefully carried out in the verbiage, to wit, Mr. Griffith has made the picture for us with our money, and for his compensation is to receive not one-half of the profits, but a sum equal to or measured by one-half of the profits.

The only other point I can think of that I want to call to your attention is subdivision 7th of paragraph second. While Mr. Griffith has made the picture for us, and with our money, we are informed that there are some items which he laid out of his own pocket, which are not taken care

of in the $180,000. Both Mr. Banzhof and I feel that a general clause that such moneys are to be repaid to Mr. Griffith, would lead to possible future contraversies and friction. We deem it most important, however, that the sum claimed by Mr. Griffith to have been disbursed out of his own pocket in addition to the $180,000 we advanced, should be set forth in the blank space, even if because of difficulty in determining it at this moment, or lack of proper data, it is necessary to agree on an arbretrary amount.

You will please note that by enumerating this item of moneys disbursed by Mr. Griffith, as item 7, it is not intended that it is to be paid last; it is only put in there because the amount was blank, and everything else was definite or definitely described. It is Mr. Banzhof's contention that Mr. Griffith should receive all of this item over and above $10,000 (representing moneys expended in France, and payments to Bobbie Harron), before we receive any part of our $180,000 advance. The $10,000 item, he is satisfied, should be repaid after our $180,000. You can give Mr. Griffith a letter covering your final agreement with him as to the order in whic item 7 is to be repaid out of the receipts, if the agreement is otherwise satisfactory. If, however, you are re-writing the agreement for any other reason, you can recite the disposition of this point.

Mr. Zukor is of the opinion that this arrangement is inequitable. He does not see why Mr. Griffith should receive first, any sums expended by him above $180,000, with the exception of the $10,000 item referred to, nor is he insistent that Mr. Griffith should wait for the $10,000 item until after we are repaid in full. His suggestion is that, to the sum of $180,000 there be added the $10,000 item and any further sum that Mr. Griffith satisfies you and Mr. Garbutt he has expended on the production, out of his own purse, and that then these total sums, including ours, be repaid pro-rata.

Hoping that I have made this clear to you, I am

Yours very truly,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

E JL/TA
D

Form 2

# WESTERN UNION

LETTER **TELEGRAM** DAY LETTER

GEORGE W. E. ATKINS, VICE-PRESIDENT NEWCOMB CARLTON, PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

**SEND** the following Telegram, subject to the terms on back hereof, which are hereby agreed to

MARCH 5 1918 191

To D W GRIFFITH HOTEL ALEXANDRIA LOSANGELES CAL ENGLISH TITLES
SENT YOU DONT UNDERSTAND BALANCE YOUR WIRE I CABLED ARTHUR COLLINS
WHO IS LORD READINGS FRIEND FROM LOSANGELES ASKING HIM TO CABLE
READING REQUESTING HIS COOPERATION IN EXPLOITATION ALSO CABLED
BEAVERBROOK AS PER COPY IN YOUR OFFICE NO ANSWER FROM EITHER WHAT
DO YOU MEAN BY DID I SEE WAR OFFICE PEOPLE GETTING PERMISSION TO
USE OFFICIAL PICTURE

BURLOCK

Wa Pict

SENDER'S ADDRESS FOR ANSWER

SENDER'S TELEPHONE NUMBER

Griffith
Famous-Players.

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

March 5th 1918

Mr. David W. Griffith
Hotel Alexandria
Los Angeles, California.

My dear Mr. Griffith:

I enclose herewith copy of proposed agreement relative to handling of the War Picture between you and the Famous Players-Lasky Corporation, together with a copy of letter written by Mr. Ludwig to Mr. Lasky which speaks for itself.

You will note that the War Picture has been treated as having been made by you for the Famous-Players Lasky Corporation, which corporation has advanced the sum of $180,000 for that purpose, out of which fund you have paid yourself while at the Coast $2000 weekly salary.

We have deemed it advisable on account of the tax situation not to incorporate a separate company to handle this picture, but to treat the same specially as having been made by you for the aforesaid company's account.

You will note that you are to receive as further compensation a royalty measured by a sum equal to 50% of the net profits derived from the distribution of said picture, with the exception that the contract is subject to the provision in your special contract, a copy of which you have under date of January 29th 1918 relative to the English contract whereby you are to receive a sum equal to 30% and the above corporation the sum of 20% instead of 50%-50% as aforesaid.

?

The second paragraph recites the matter of the repayment of the $180,000 which the Artcraft or the Famous Players have advanced, and also the deduction for disbursements which will be charged as expenses as they may occur from time to time during the exhibition of the picture.

The seventh item refers to the moneys which you advanced at the Coast over and above the sum of $180,000 advanced by the Artcraft-Famous Players, et al. This amount Bidwell undboutedly has and should represent the

total amount of cash which you gave him on account of the picture, less any sums which may have been repaid to you by Bidwell from sums received from the Artcraft or Famous Players. Such sum when added to the $180,000 and the $10,000, which represents the approximate $5000 which was paid to the French Government and the $5000. due Bobby Harron for back salary, will represent the total cost of the negative and the positive prints and other items which you may have incurred for exhibiting purposes.

Mr. Zukor raises the question that you should not receive repayment of the moneys so advanced by you at the Coast before their $180,000 has been repaid, but that it should be repaid to you proportionately with the amount so advanced by them. In other words, if you have advanced at the Coast $45,000 and a repayment is made on account of the cost of production, you will receive one-fourth of the repayment and they will receive three-fourths of the repayment.

My contention is, however, as is borne out by the letters and telegrams forwarded by Mr. Zukor, copies of which you have which were written at the time I was at the Coast, that you are to receive repayment of the moneys so advanced by you at the Coast over and above the $180,000 before they are to receive any repayment of said sum advanced by them.

Zukor's contention is fair, although not in compliance with the terms of the letters quoted. He claims he did not so understand the proposition, and it may be advisable for you to acquiesce in the method of repayment as suggested by him, especially if you have expended a large amount.

The fifth clause is drawn so that in case the picture is handled as a special, that your name will be the only one used in connection with the exploitation of the picture. You will as a matter of law be agent for an undisclosed principal in the exploitation of the picture. This would make you personally liable to all outside creditors who are not aware of the fact, in case the picture does not pay its way. But this is such a remote contingency that I do not believe it worth considering. This does not mean that you would be liable in any way for the cost of the production, but it does mean that in case you signed a contract for the rental of a theatre to exhibit the picture and the exhibition should prove a

complete failure and there would be no funds in your hands from other sources to meet this obligation, the owners of the theatre could hold you personally liable together with the Famous Players-Lasky Corporation on said contract.

The sixth paragraph refers to the re-delivery of the negative and positive prints and copyright to you at the end of fifteen years, or before in case the Famous Players-Lasky Corporation should become bankrupt or make an assignment for the benefit of creditors, in which event the negative and all rights will revert to you upon the payment of any sum which might still be due to the Famous Players for sums advanced by them on account of production.

I have tried to make this clear by letter so that you may fully understand the purport of this special contract, as it is drawn more for the purpose of establishing the respective financial interests of the parties than for the methods which you may use for the exploitation thereof, and also drawn for the purpose of establishing the relationship on account of tax matters, etc.

If a separate corporation were organized to take over this picture and stock were issued to you and the Famous Players equally for your respective 50% interests, the profits of the corporation would be taxed and when such profits were distributed by the corporation to you and the Famous Players another tax would be assessed upon the dividends so paid, thereby resulting in practically a double taxation instead of this method which will result only in one tax.

Care should be taken by Bidwell in arriving at the amount which you advanced to the War Picture personally over and above the $180,000 as aforesaid, and I believe you should prorate the amount you spent out of the War Picture funds for electric light equipment, advance on your automobile hire and advance of rent on the studio, provided as to this latter item that you did not use the studio for the War Picture for the full period of three months, as you paid the three months rent in cash in advance. In other words, if you finished the production of the picture in two months-and-a-half the War Picture should receive a credit for one-half month's time because it was charged with the three months rent which was payable in advance.

Trusting that I have made this entirely clear to you, I remain, with best regards

Sincerely yours,

Albert H T Banzhaf

AHTB/R
Enc.

HARRY E. AITKEN, PRESIDENT
D. W. GRIFFITH, VICE-PRESIDENT

ROY AITKEN, SECRETARY
ALBERT H. T. BANZHAF, TREAS.

# D. W. GRIFFITH'S
MOTION PICTURE PRODUCTION
# "THE BIRTH OF A NATION"
PRODUCED BY
## EPOCH PRODUCING CORPORATION
EXECUTIVE OFFICES
Longacre Building, 42nd Street and Broadway, New York

TELEPHONE, BRYANT 5293-5294

J. J. McCARTHY
GENERAL MANAGER

THEODORE MITCHELL
GEN'L PRESS REPRESENTATIVE

March 6th 1918.

Mr. A.H.T.Banzhaf,
City

Dear Mr. Banzhaf:-

We drew a check on March 4th for $19.76 to reimburse Mr. A.W.Herman for his transportation from New York to some place in Virginia to join an "Intolerance" Co. to take the place of Mr. Daly, who was sent out to California. As this shift was necessitated account of Mr. Griffith having requested us to send Mr. Daly, naturally we charged the amount to the D.W.G. Corporation, which I presume you will charge to the war picture. You can use this letter as a voucher.

Very truly yours,

ASR:L

Entered

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

MARCH 7 1918

War Pict

E C BIDWELL CARE GRIFFITH STUDIOS 4500 SUNSET BLVD
LOSANGELES CAL

IF OPENING NIGHT OF PICTURE AT CLUBES IS INVITATION AFFAIR SEND TWO TICKETS TO SAMUEL S HINDS ATTORNEY IMPORTANT STOCKHOLDER F FOUR ALSO TWO TO HAMPTON AND TWO TO MRS HARRY JOANNES SOUTH MADISON AVENUE ALL OF PASADENA UNDER COMPLIMENTS OF MR GRIFFITH IF POSSIBLE IMPORTANCE MEASURED BY ORDER NAMED

BANZHAF

March 7th 18

D. W. Griffith:-
to
Cecil R. Wood

13 10" film reels @ 50¢ = $6.50

Above used for mounting new print
of 13 Reels of Film
on above date C. R. Wood

Bought from
Mr. Hammond
of Educational Film Co.

Paid by check of
Attorney

War Picture

March 8th 1918

Mr. E. J. Ludwig,
501 Fifth Avenue,
New York City.

Dear Mr. Ludwig:

I enclose herewith copy of the London contract with Mr. Griffith regarding the War Picture. Also letter and receipt from the representative of the French War Department regarding the French understanding of the same subject so that you may be informed as to the respective contents thereof.

Very truly yours,

AHTB/R
Enc.

MUSEUM OF MODERN ART FILM LIBRARY
D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CABLE ADDRESS "PRICEWATER" NEW YORK.

NEW YORK,
CHICAGO,
PHILADELPHIA,
BOSTON,
ST. LOUIS,
PITTSBURGH,
MILWAUKEE,
DETROIT,
SAN FRANCISCO,
LOS ANGELES,
SEATTLE.

RESIDENT PARTNERS
G. O. MAY.
G. R. WEBSTER.
J. E. STERRETT.
J. H. BOWMAN.
J. C. SCOBIE.

# PRICE, WATERHOUSE & CO.

54 WILLIAM STREET.

NEW YORK.

MONTREAL,
TORONTO,
WINNIPEG,
VANCOUVER,

BUENOS AIRES,
RIO DE JANEIRO,
VALPARAISO.

LONDON,
PARIS,
PETROGRAD,

CAIRO,
ALEXANDRIA.

March 8, 1918

D. W. Griffith, Esq. Dr.

To Price, Waterhouse & Co.

* * * * *

For professional services
rendered by Mr. F.W. Thornton
during the month of February
1918 $50.00

Expense Dept Cy

RECEIVED PAYMENT
WITH THANKS
May 11, 1918.
PRICE, WATERHOUSE & CO.

FOREIGN OFFICES
EUROPE:
LONDON..... 6 Haymarket. 84 Queen Street.
LIVERPOOL.....10 James Street.
SOUTHAMPTON 25 Oxford Street.
GLASGOW..... 3 West Nile Street.
ANTWERP.....7 Quai Van Dyck.
ROTTERDAM.....26A Zuidblaak.
ROME.....38-40 Piazza di Spagna.
GENOA .....17 Piazza Nunziata.
NAPLES..... Piazza dei Martiri.

HARRY GEE,
General Manager.
W. E. BROWN,
Assistant General Manager.

"WORLD-WIDE FACILITIES FOR PUBLIC SERVICE"
AMERICAN EXPRESS COMPANY.
ESTABLISHED: AMERICA, 1841; EUROPE, 1891.

FOREIGN DEPARTMENT.

GENERAL FOREIGN AGENTS FOR
NEW YORK CENTRAL LINES
(MERCHANTS DESPATCH)
CHICAGO & NORTH WESTERN RAILWAY UNION PACIFIC RAILWAY SYSTEM

Shipping and Banking Correspondents at all Principal Cities and Ports of the Commercial World.

FOREIGN OFFICES
EUROPE:
PARIS 11 Rue Scribe. 54 Rue des Petites Ecuries.
HAVRE.....43 Quai d'Orleans.
MARSEILLES.....9 Rue Beauvau.
BERLIN....55 Charlotten Strasse.
HAMBURG.....9 Alsterdamm.
BREMEN..... 8 Bahnhofstrasse.
COPENHAGEN...8 Holmens Kanal.
CHRISTIANIA.2 Dronningens gade.
STOCKHOLM....4 Drottninggatan.
PETROGRAD.....Russia.
SOUTH AMERICA:
BUENOS AIRES, 562 Bartolome Mitre.
ORIENT:
MANILA..... 36 Escolta.
HONG KONG, 13 Queen's Road, Central.

CABLE ADDRESS, AMEXCO, NEW YORK CODES, LIEBER'S, WESTERN UNION, A. B. C., 4TH AND 5TH EDITIONS.

65 BROADWAY,
NEW YORK March 11th, 1918.

Please refer to file G A I

Mr. W. E. Burleck,
Long Acre Building,
New York City.

Dear Sir:-

Attached please find our bill for $48.85 received from London Office covering charges due this company on shipments consigned to D. W. Griffiths, Los Angeles, Cal. and J. J. McCarthy, New York City.

Won't you please let us have check for $48.55 at your early convenience, and oblige

Yours truly,

E. A. Bigrodon

Cashier.

GAI:S

(1768, Jan., 1918.)

FOREIGN OFFICES
EUROPE:
LONDON ..... 6 HAYMARKET. 84 QUEEN STREET.
LIVERPOOL ..... 10 JAMES STREET.
SOUTHAMPTON 25 OXFORD STREET.
GLASGOW ..... 3 WEST NILE STREET.
ANTWERP ..... 7 QUAI VAN DYCK.
ROTTERDAM ..... 26A ZUIDBLAAK.
ROME ..... 38-40 PIAZZA DI SPAGNA.
GENOA ..... 17 PIAZZA NUNZIATA.
NAPLES ..... PIAZZA DEI MARTIRI.

Shipping and Banking Correspondents at all Principal Cities and Ports of the Commercial World.

GENERAL FOREIGN AGENTS FOR
NEW YORK CENTRAL LINES
(MERCHANTS DESPATCH)

FOREIGN DEPARTMENT,

65 BROADWAY
NEW YORK, March 11th 1918

FOREIGN OFFICES
EUROPE:
PARIS 11 RUE SCRIBE. 54 RUE DES PETITES ECURIES.
HAVRE ..... 43 QUAI D'ORLEANS.
BORDEAUX .. 3 COURS DE GOURGUE.
MARSEILLES ..... 9 RUE BEAUVAU.
COPENHAGEN ... 8 HOLMENS KANAL.
CHRISTIANIA . 2 DRONNINGENS GADE.
STOCKHOLM .... 9 BLASIHOLMSTORG.
PETROGRAD ..... RUSSIA.
SOUTH AMERICA:
BUENOS AIRES, 562 BARTOLOME MITRE.
ORIENT:
MANILA ..... 36 ESCOLTA
YOKOHAMA ..... 75-A SETTLEMENT.
HONG KONG, 11 QUEEN'S ROAD, CENTRAL.
SHANGHAI ..... CHINA.

Mr. W. E. Burleck,

Long Acre Building, 42nd Street & Broadway, New York City.

TO **AMERICAN EXPRESS COMPANY,** DR.

ESTABLISHED: AMERICA, 1841; EUROPE, 1891.

"WORLD WIDE FACILITIES FOR PUBLIC SERVICE"

Rates quoted on Import and Export shipments by Express or Freight.
Marine and Inland Insurance on goods in transit effected at current rates.
Custom House Clearances attended to by a staff of experienced employes.
Special Commissions executed. Collections made.

| | | | | | | |
|---|---|---|---|---|---|---|
| Dec 7, | 1917. | to Charges on 2 cases & 1 bale used Military Equipment from f/o/b/ steamer Liverpool to Port of New York for Mr. D. W. Griffiths, Los Angeles, Cal. £2.9.5 | | | | |
| Dec 8, | 1917. | per ss Lapland charges on one tin films value £500 to N. Y. J. J. McCarthy £7.12.1 | | | | |
| | | £10.1.6 | 48 | 85 | 48 | 85 |

RECEIVED PAYMENT
MAR 14 1918
AMER. EXP. CO.
PER ..... CASHIER FOR. DEPT.

Check # 116
New York Exp

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


1918 MAR 12 PM 11 37

RECEIVED AT 195 BROADWAY, N. Y.

H673CH 424 NL 1/72

LOSANGELES CALIF 12

A H T BANZHAF 8560

2 RECTOR ST NEWYORK NY

DO NOT YET KNOW WHAT PLAN OF BOOKING CONTEMPLATED OF COURSE WE MUST HAVE SOME WAY OF GETTING THE PICTURE OUT OVER THE COUNTRY THIS SPRING THE BIRTH OF NATION IDEA COULD NOT BE USED ON THIS DO NOT AGREE THAT LOSANGELES MEANS NOTHING THE STORY OF THE BIRTH AND INTOLERANCE WAS PRACTICALLY THE SAME IN POMONA AND LOSANGELES AS IT WAS IN THE EAST CHICAGO AND LOSANGELES WERE EXACTLY THE SAME


WESTERN UNION TELEGRAM — NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


H673CH SHEET 2/102

1918 MAR 12 PM 11 37

IN THEIR RECEPTION RECEIPTS AND EVERYTHING ELSE IF IT WILL GO IN POMONA IT WILL GO THROUGHOUT THE COUNTRY WITH EXCEPTION OF BROADWAY NEWYORK PROPERLY HANDLED WOULD BE THE SAME THERE DONT GET EXCITED A MAN WHO CAN CUT A FILM PROPERLY COULD PRODUCE A FILM IT IS LIKE BUILDING A HOUSE IT IS BUILT FROM THE FOUNDATION UP GLADLY ACCEPT IDEAS FROM ANYONE THINK PICTURE COULD EASILY BE CUT TO TEN AND ONE HALF REELS BUT THE DOING OF IT NEEDS AN ARTIST THEY SHALL NOT PASS INVITES CRITICISM THIS IS A STORY OF THE HEART THEY CAN GET WAR FILMS

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

1918 MAR 12 PM 11 37

H 67 SCH SHEET 3/102

FOR FIVE CENTS IN CUTTING THE LITTLE DUCK IS AS IMPORTANT AS THE BEST BATTLE SCENE IF YOU KNOW A SUPERLATIVE PRODUCER HE WOULD BE THE ONLY ONE WHO COULD CUT SAFELY IF WE READ UNDER FIRE A STORY OF SIMPLE PEOPLE THE PRIZE BOOK OF THE YEAR IN THE WORLD IF PICTURE IS BIG ENOUGH TWELVE REELS IS SHORT ENOUGH A BIG PICTURE WOULD NOT CUT LENGTH BUT AS A HOUSE OF PARLIAMENT CHAMBER OF DEPUTIES DECLARING WAR MAKE IT BIG THAT WAY IF ZUKOR COULD USE TEN REELS US STAR ARTCRAFT THINK BETTER LET HIM HAVE KEEPING CHICAGO AND SIX

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

1918 MAR 12 PM 11 37

SCH SHEET 4/102

OF SEVEN BIG EASTERN CITIES FOR MY EXPLOSITATION REMEMBER MCCARTHY FOUGHT TWO DOLLAR PRICE THE BIRTH AT FIRST BEFORE OPENING PREDICTED INTOLERANCE CERTAIN SUCCESS I HAVE TWO DIRECTORS AND MY BROTHER ONLY PEOPLE WHO CALL THE TURN ON INTOLERANCE BEFORE OPENING I KEEP A BOOK OF ADVICE FOUR HUNDRED PEOPLE IN OSHKOSH CAN TELL YOU MORE ABOUT THE PLAY THAN ALL THE PROJECTION ROOM CRITICS COMBINED IN THE WORLD HAVE NEVER EVEN CONSIDERED THIS SERIOUSLY ENOUGH TO BE WORTH FIVE CENTS SINCE THE FIRST DAYS OF THE PICTURE BUSINESS NATURALLY WOULD NOT DREAM OF TURNING OVER PICTURE TO ANYONE AND ALLOWING THEM

TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

...ay the the check.

RECEIVED AT

...AR 12 PM 11 37

H 673CH SHEET 5/46

TO MAKE CHANGES UNLESS I SAID SO AM MAKING CHANGES DAILY HOWEVER AND AM OPEN TO ANY ADVICE AS OF OLD THIS DOES NOT ALTER MY AFFECTION FOR YOU MCCARTHY BARRY AND THE OLD CROWD WHO HAVE FOUGHT SO OFTEN WITH ME SIDE BY SIDE REGARDS

D W G .

---

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

MARCH 12 1918

Income Tax

E C BIDWELL CARE GRIFFITH STUDIOS 4500 SUNSET BLVD LOSANGELES CAL

WIRE AMOUNT OF INTEREST RECEIVED ON MR GRIFFITHIS PERSONAL BANK ACCOUNT AT LOSANGELES ALSO TAXABLE AMOUNT RECEIVED FROM CLUNE ON ACCOUNT CLANSMAN FOR PURPOSE OF MAKING UP HIS INCOME TAX STATEMENT ALSO TOTAL AMOUNT HE PERSONALLY SPENT FOR RANCH WHICH MAY BE DEDUCTIBLE IN INCOME TAX STATEMENT OTHER THAN ITEMS WHICH WENT IN TO MAKE UP PERMANENT IMPROVEMENTS

BANZHAF

War Prisoners

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

March 13th 1918.

American Express Co.,
Foreign Department,
65 Broadway,
New York City.

FILE--G. A. I.
- - - - -

Gentlemen:

Enclosed herewith please find check for $48.85, in payment of the enclosed bill to W. E. Burlock, which kindly receipt and return to me.

Very truly yours,

A. H. T. Banzhaf

Mail receipt to

RDR/GD

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Telegram | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

1918 MAR 16 AM 8 00

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Telegram | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

1918 MAR 16 AM 9

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVED AT

T58GS AFW 92 NL

LOSANGELES CAL MAR 15 1918

ALBERT H T BANZHAF 780

2 RECTOR ST NEWYORK

HAVE ZUKOV ARRANGE FOR LYRIC IMPORTANT NO MORE CHANCE LOSING MONEY WITH THIS PICTURE THAN SNOWBALL HAS IN HADES MAY NOT DO WONDERFUL BUSINESS SURE MAKE MONEY STOP INTOLERANCE AT BEST TWO OR THREE ROUNDS APPLAUSE BIRTH EIGHT TO TEN THIS ONE SEVENTY GOING BETTER THAN OPENING HAVE CANVASSED ORDINARY PEOPLE OUT SIDE MOVIES NO ONE SPEAKS OF INTOLERANCE FIFTY SEVEN OUT OF SIXTY PREFER THIS TO BIRTH ADVISE MAKING TENTATIVE PLANS CHICAGO PHILADELPHIA BOSTON CLEVELAND BEFORE TOO LATE DO NOT WANT COPY YOU HAVE SHOWN ANYONE AS FINISHED PRINT QUITE DIFFERENCE

W D GRIFFITH 716A

RECEIVED AT

N42GC 30 N L

LOS ANGELES CALIF MCH 15 18

A H T BANZSHAF 849

2 RECTOR ST NEW YORK

HAVE DATA FOR INCOME TAX BUT RUSH OF OTHER MATTERS HINDERS ASSEMBLING SAME WILL GIVE INFORMATION REQUIRED IN NIGHTLETTER SUNDAY WHAT REPORT SHALL I FILE OUT HERE IF ANY REMARKS

E C BIDWELL

855AM

March 15th.

Expenses due C. R. Wood.
from. D. W. Griffith:

---

Tuesday night March 12th

Taxi cab to Candler Bldg & Return with trunk $ 2.00

Operator at Lloyds Projection Room $ 2.00

Thursday March 14th

Taxi Cab to Wurlitzer Hall & Return with trunk $ 2.00

$ 6.00

Paid
C R Wood

MAR 16 1918
Paid by Dwscorp ck
#117

---

Form 1204

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT
131CH DX 116 BLUE

LOS ANGELES CALF.425P MAR 16 18

H T BANZHAF

NY C TWENTIETH CENTURY LTD,NO 25 WEST BOUND ELKHART IND.

PROPOSITION REGARDS THEATRE SEEMS ENORMOUS IF WE HAVE OPPORTUNITY OF GETTING MONEY OTHERWISE NOTHING DOING AS NEW YORK SHOULD PAY HALF THE COST OF NEGATIVE IF PROPERLY HANDLED SENT FOLLOWING WIRE TO ZUKOR HOUSE PROPOSED BANZHAFS WIRE SEEMS LIKE ENORMOUS PROPOSITION ON OTHER HAND SYMPHONY ORCHESTRA DANGEROUS PROPOSITION HAD SAD EXPERIENCE WITH INTOLERENCE THEME OF MUSIC SCORE BEAUTIFUL FOR PEOPLE EVERY INCH WOVEN TO BUILD FILM SYMPHONY ORCHESTRA PARTICULARLY UNDER THEIR OWN LEADER WOULD DESTROY OUR PROPERTY SCORE MOST PERFECT EVER DONE FROM WHAT I GATHER FROM HIS MYSTEROUS WIRE PROPOSITION WOULD BE GREAT IF WE GET IN ON THE PROFITS AS NEW YORK IS GREAT FIELD RECEIPTS HERE SHOW BIGGEST ON RECORD HOPE CONTINUE REGARDS

D W GRIFFITH.

845PM.

(Copy)

**CAUTION**

Read this form and all instructions carefully and fill in supplementary statement on back of return first.

Totals in supplementary statement must agree with totals on face of return.

Form 1031 (Revised January, 1918).—UNITED STATES INTERNAL REVENUE

# CORPORATION INCOME TAX RETURN

(FOR ALL CORPORATIONS EXCEPT RAILROAD AND INSURANCE COMPANIES)

Return of annual net income for the { calendar year 1917. ~~fiscal year ended~~ Dec. 31, 1917

(Do not write in this space.)
RECEIVED

| LIST. | | |
|---|---|---|
| Month. | Page. | Line. |
| | | |

Audited by

*Name of corporation* Dwy Corporation

*Principal office* 156 Exchange Place Jersey City N J

*Kind of business carried on* Holding Corporation *Date of organization* May 20/1916

| | | |
|---|---|---|
| 1. Total amount of paid-up capital stock outstanding at the close of the year, or if there is no capital stock the capital other than interest-bearing indebtedness employed in the business at the close of the year. Unissued or treasury stock must not be included in this item, but only stock actually issued and outstanding at the close of the year for which this return is made. | (a) Paid-up "common stock" | $ 205 100 — |
| | (b) Paid-up "preferred stock" | |
| | Total paid-up stock | $ |
| | or (c) Capital employed in business | $ 205 100 — |

| 2. Total amount of bonded or other interest-bearing indebtedness outstanding at the close of the year, exclusive of indebtedness wholly secured by collateral the subject of sale or hypothecation in the ordinary business of the company and exclusive also of indebtedness incurred in the purchase of securities, the income from which is not subject to income tax. | Character of obligation. | Rate of interest. | Principal. |
|---|---|---|---|
| | | | $ None |
| | Total indebtedness | | $ |

| INCOME. | | |
|---|---|---|
| 3. (a) Gross sales and other income from operations | $ | |
| (b) Income from rentals, royalties, etc | | |
| (c) Income from interest (see item 3c on back of return) | | 2362 50 |
| (d) Income from dividends (see item 3d on back of return | | 3108 96 |
| (e) Income from all other sources (see item 3e on back) | | 138 74 |
| Total gross sales and other income | | 5610 20 |
| Less total deductions | | 1808 27 |
| 8. Total net income | | 3801 93 |
| Less: (a) Excess profits tax (item 12) $ — | | |
| (b) Dividends received out of earnings of 1913, 1914, 1915 $ — | | |
| Total (a plus b) | | |
| 9. (a) Amount taxable at 2% (item 8 less total of a plus b) | | 3801 93 |
| (b) Amount taxable at 1% (item 8b) | | |
| 10. Amount of total net income shown in item 8 | | 3801 93 |
| Less: (a) Excess profits tax (item 12) $ | | |
| (b) Dividends received (item 3d) $ 3108 96 | | |
| Total (a plus b) | | 3108 96 |
| 11. Amount taxable at 4% (item 10 less total of a plus b) | | 692 97 |
| If return is made for a full fiscal year ended in 1917, compute tax on as many twelfths of item 11 as there are months from January 1, 1917, to the close of the fiscal year. Enter amount taxable here | | |

| DEDUCTIONS. (See corresponding items on back of return.) | | |
|---|---|---|
| 4. (a) Cost of goods and other property sold | $ | |
| (b) Expenses, general | | 1760 47 |
| 5. (a) Losses sustained charged off | | |
| (b) Depreciation charged off | | |
| (c) Depletion charged off | | |
| 6. (a) Interest paid (except as entered under 6b and c) | | |
| (b) Interest paid on deposits (for banks only) | | |
| (c) Interest paid on indebtedness wholly secured by collateral | | |
| 7. (a) Domestic taxes paid, not including income and excess profits taxes | | 47 83 |
| (b) Foreign taxes paid | | |
| Total deductions | | 1808 27 |
| **TAX** | | |
| 12. Amount of excess profits tax (see instructions below) | | — |
| 13. Amount of 2% tax (2% of item 9a) | | 76 04 |
| 14. Amount of 1% tax (1% of item 9b) | | |
| 15. Amount of 4% tax (4% of item 11) | | 27 71 |
| 16. Total tax assessable | | 103 75 |

We, the undersigned, president and treasurer of the above-named company, whose return of net income is herein set forth, being severally duly sworn, each for himself, deposes and says that the items entered in the foregoing report and in the supplementary statement and in any additional list or lists attached to or accompanying this return are, to his best knowledge and belief, true and correct in each and every particular.

Sworn to and subscribed before me } this 16th day of March, 1918

Marian Foster

(Official capacity.)

Seal of officer taking affidavit.

Arthur C Foster

~~Albert H Brownell~~ Asst Treas ~~President.~~

Albert H V Banzhaf ~~Treasurer~~ President

## GENERAL INSTRUCTIONS.

**Excess profits tax.**—For the purpose of war excess profits tax, every corporation subject to income tax shall be deemed to be engaged in business, and all the trades and businesses in which it is engaged (whether continuously carried on or not) shall be treated as a single trade or business, and all its income from whatever source derived shall be deemed to be received from such trade or business.

In the case of a trade or business having no invested capital or not more than a nominal capital, the excess profits tax is equivalent to 8 per cent of the net income in excess of $3,000. This tax applies primarily to corporations engaged principally in rendering personal service in which the employment of capital is not necessary and the earnings of which are to be ascribed primarily to the activities of the owners.

In the case of a trade or business having more than a nominal invested capital, the excess profits tax is equal to various percentages of the net income, depending on its ratio to the invested capital. Every corporation having a net income of over $3,000 for the taxable year must make a return of invested capital and compute the amount of tax on Form 1103.

For further instructions see **Regulations No. 41, Relative to the War Excess Profits Tax.** A copy can be obtained from any collector of internal revenue.

**Time of filing returns.**—Returns made on the basis of a calendar year must be filed on or before March 1 with the collector of internal revenue of the district in which is located the principal place of business of the corporation; if made on the basis of a FISCAL YEAR*, they must be filed within 60 days after the close of such year.

***Fiscal year.**—Corporations desiring to make returns of annual net income on the basis of a fiscal year other than the calendar year must, not less than 30 days prior to March 1 of the year in which the return would be due if made on the calendar year basis, file with the collector a notice in writing designating the last day of some month as the close of such fiscal year. A return for that portion of the calendar year ending with the date designated as the close of the fiscal year must be filed on or before the first day of March of the next calendar year, and the return for each full fiscal year thereafter must be filed within 60 days after the closing date of the fiscal year so established.

**Extension of time.**—In the case of neglect to file the return within the prescribed time, the collector is authorized to grant an extension of the filing period not exceeding 30 days from the normal due date, provided such neglect was due to absence or sickness and provided an application for such extension is made in writing prior to the expiration of the period for which extension may be granted. In meritorious cases the Commissioner is authorized to grant such further extension as he may deem proper.

**Signatures and verification.**—Returns must be signed and verified by two officers of the corporation, that is, by the president, vice president, or other principal officer, and the treasurer or other financial officer, and must be sworn to before an officer authorized to administer oaths, and the seal of the attesting officer, if he is required to have a seal, must be impressed on the return in the space provided for that purpose.

**Subsidiary companies.**—The corporation making this return must attach hereto a list of all its subsidiary companies, if any, with the location of the principal place of business of each. Each subsidiary company must make a separate and distinct return.

**Foreign corporations.**—Foreign corporations subject to the law are required to make returns to the collector of the district in which is located the principal place of business or agency through which is transacted the business in the United States, or if the corporation has no place of business or agency in the United States, its return will be filed with the collector of internal revenue at Baltimore, Maryland. The gross income to be returned is that received from business transacted and capital invested in the United States, including interest on bonds, notes, or other interest-bearing obligations of residents, corporate or otherwise, and including income derived from dividends on capital stock or from net earnings of resident corporations, joint-stock companies, or associations whose net income is taxable under this law. The deductions allowable are those losses and disbursements incident and necessary to the transaction of the business in this country, all as specifically set out in the Act. Foreign taxes are not deductible from the gross income arising and accruing to a foreign corporation from business done or capital invested in the United States. If a foreign corporation has no place of business or agency in the United States and no return is made, the tax on income from interest and dividends will be withheld at the source.

**Penalties.**—Corporations refusing or neglecting to file returns within the time prescribed by law or rendering false or fraudulent returns shall be liable to a penalty of not exceeding $10,000, and an additional tax of 50 per cent in case of neglect to file the return within the time prescribed by law, and 100 per cent in the case of a false or fraudulent return, shall be added to the assessment; provided, in case of delinquency, if the return is voluntarily filed without notice from the collector, and it is shown that delay in filing was due to reasonable cause and not to willful neglect, the 50 per cent additional tax will not be assessed. A statement of the cause of delay must be attached to each delayed return.

Any officer or any corporation required by law to make, render, sign, or verify any return who makes any false or fraudulent return or statement with intent to defeat or evade the assessment required to be made shall be guilty of a misdemeanor, and shall be fined not exceeding $2,000 or be imprisoned not exceeding one year, or both, at the discretion of the court, with the costs of prosecution.



MUSEUM OF NEW YORK CITY HISTORY

Copy taken by Morgan's man

# SUPPLEMENTARY STATEMENT

**The following information must be furnished, either on this sheet or on attached schedules, by every corporation, joint-stock company, or association. Without such information the return will not be accepted as complete. The items below relate to the correspondingly numbered items on the first page.**

**3. (c) FROM INTEREST.**

Interest to be reported as income for the purpose of the income tax includes all interest received on bonds or securities owned by the corporation except interest on obligations of a State or political subdivision thereof or interest upon the obligations of the United States or its possessions.

**3. (d) FROM DIVIDENDS RECEIVED.**

Any distribution made or ordered to be made by a corporation out of its earnings or profits accrued since March 1, 1913, whether in cash or stock of the paying company, must be returned (under Item 3 (d) on front page of this form) by the receiving corporation as income of the year in which the distribution was made or ordered to be made and will be taxed at the rates prescribed by law for the years in which surplus or profits distributed were earned, viz, 1% on amounts received out of earnings of 1913 (subsequent to March 1, 1913), 1914, and 1915, and 2% on amounts received from earnings of 1916 and 1917. A statement from the corporation paying the dividends included herein should be attached to this return, showing separately the amount of dividends paid out of earnings of each year; otherwise, they will be deemed to have been paid out of the earnings of 1917 and will be taxed 2%. The receiving corporation, in order that tax may be computed on dividends received in 1917 at the rates applicable to the years in which the profits were earned, must fill in the following form:

| Dividends received in 1917 out of profits earned each year subsequent to March 1, 1913. | | | | | |
|---|---|---|---|---|---|
| 1913 | 1914 | 1915 | 1916 | 1917 | Total. |
| $ | $ | $ | $ | $ | $ |

**3. (e) FROM OTHER SOURCES.**

Income received from all sources not elsewhere specified should be itemized below:

| | | | | |
|---|---|---|---|---|
| | $ | | | |
| | | | | |
| | | | | |
| | | | | |
| Total | $ | | | |

**4. (a) COST OF GOODS AND OTHER PROPERTY SOLD.**

Report the cost of goods sold in the following form:

| | | | | |
|---|---|---|---|---|
| Merchandise bought for sale | $ | | | |
| Cost of manufacturing or otherwise producing goods (if separately shown on books). (Submit schedule showing principal items of cost) | | | | |
| Plus inventories at beginning of year | | | | |
| Total | $ | | | |
| Less inventories at end of year | | | | |
| Net cost of goods sold | $ | | | |

Explanations

If the corporation makes inventories of merchandise or materials, explain the basis on which they are made, whether (*a*) at cost, or (*b*) at cost or market value, whichever is lower. If no inventories are made, make no entries referring to inventories, but report the total cost of goods purchased or produced during the year. If the cost of manufacturing or otherwise producing goods is not kept separate from general expenses in the corporation's accounts, include such cost in "Expenses, general," below.

Corporations dealing in real estate, and any corporation that has sold any of its capital assets during the taxable year, should report the cost of the property sold in the following form:

1. Original cost of property $
2. Market value March 1, 1913, if acquired before that date
3. Cost of subsequent improvements, if any
4. Depreciation and depletion to date of sale
5. Net cost (item 1 or item 2 plus item 3 minus item 4)

State how market value March 1, 1913, was determined

Does such value include any good will? If so, how much? $

**4. (b) EXPENSES, GENERAL.**

This item should include only the ordinary and necessary expenses paid within the year in the operation of the business and maintenance of the properties of the corporation, itemized as per schedule below. **It must not include any expenditures reported under 4 (a), 5, 6, or 7.**

Expenditures for incidental repairs which do not add to the value or appreciably prolong the life of property are deductible as expenses, but expenditures for new buildings, permanent improvements or betterments which increase the value of property, or for restoring or replacing property, are not deductible under this or any other item of the return. Such expenditures are properly chargeable to capital account, to be extinguished through annual depreciation charges.

Payments made to officers or employees, who are stockholders, in the guise of salaries or compensation, the amount of which is based upon the stockholdings of such officers or employees, are not deductible as a business expense.

| | | | | |
|---|---|---|---|---|
| 1. Salaries of officers | $ | | | |
| 2. Labor, wages, commissions, etc. (not included in "Cost of manufacturing or otherwise producing goods" under 4 (*a*)) | | | | |
| 3. Rents, royalties, and other payments in lieu of rent | | | | |
| 4. Repairs, ordinary and incidental | | | | |
| 5. Other expenditures (classify) Legal expense | | 1500 | — | |
| Office and general expenses | | 260 | 44 | |
| | | | | |
| | | | | |
| | | | | |
| Total expenses | $ | 1760 | 44 | |

If salaries were increased or extra compensation was paid to officers, state the amount, the reason therefor, and the basis on which computed

**5. (a) LOSSES.**

Losses deductible under this item must be distinguished from depreciation or allowances for exhaustion, wear, and tear. The losses, not compensated by insurance or otherwise, must be absolute, complete, actually sustained during the year, and charged off on the books of the corporation.

| Kind of property on which loss is claimed. | Cost of property. | Cause of loss. | Amount charged off within year. | | |
|---|---|---|---|---|---|
| | $ | | $ | | |
| | | | | | |
| | | | | | |
| Total | | | $ | | |

When were the deducted losses ascertained to be such?

How were they so ascertained?

The cost of property lost should be determined as indicated in item 4 (*a*).

A bad debt offsetting income accrued since January 1, 1909, will not be allowed as a deduction unless the amount was reported as income for the year in which the debt was created.

State how the debts charged off (if any) were ascertained to be worthless

If at any future time a debt charged off as worthless is collected the amount collected must be returned as income for the year in which received.

Unpaid debts are not deductible if made good by recovery of property sold or retention of property pledged.

**5. (b) DEPRECIATION.**

The amount deductible on account of depreciation is an amount *charged off* which fairly measures the loss during the year in the value of physical property by reason of exhaustion, wear, and tear. Such amount should be determined upon the basis of the *cost* of the property and the probable number of years constituting its life. Stocks, bonds, and like securities, as well as any other intangible assets, are not subject to exhaustion, wear, and tear within the meaning of the law. Hence any amount charged off as representing a *shrinkage* in the value of such assets is not deductible either as depreciation or as a loss.

Depreciation computed on total invoice value of merchandise in stock is not an allowable deduction by reason of damage or obsolescence the merchandise is unsalable.

If a deduction is made on account of depreciation, the following statement must be filled in:

| Kind of property. | Its cost. | Probable life after acquirement. | Amount of depreciation charged off. | |
|---|---|---|---|---|
| | | | This year. | Previous years. |
| | $ | | $ | $ |
| | | | | |
| | | | | |
| Totals | $ | | $ | $ |

If building, state under "Kind of property" the material of which constructed.

**5. (c) DEPLETION.**

Depletion applies to the exhaustion of natural deposits, and contemplates a deduction to return to the corporation the capital invested, or in case of purchase prior to March 1, 1913, an amount sufficient to return to the corporation the fair market price or value of such deposits as of that date. An allowable deduction on account of depletion must not exceed the fair market value as of March 1, 1913, or the cost subsequent to that date, of the product mined and sold during the year, and will be determined in accordance with the rule set out in Articles 170 to 173, Regulations 33, Revised. The amount sought to be deducted on this account must be charged off on the books of the company.

| *Kind of property. | Its cost if acquired subsequent to March 1, 1913. | †Fair market value as of March 1, 1913. | Amount of depletion charged off. | |
|---|---|---|---|---|
| | | | This year. | Previous years. |
| | $ | $ | $ | $ |
| | | | | |
| | | | | |
| | | | | |

* Coal, iron ore, copper, oil, or gas.

† State how fair market value as of March 1, 1913, was determined

**6. INTEREST PAID.**

(a) The amount of interest deductible under (*a*) is the amount actually paid within the year on an amount of bonded or other indebtedness (except on indebtedness falling under 6 (b) or 6 (c) and indebtedness incurred for the purchase of obligations or securities the income from which is exempt from income tax) not in excess of the paid-up capital stock outstanding at the close of the year, or if there is no capital stock, the entire amount of capital (not including interest-bearing indebtedness) employed in the business at the close of the year, plus, in each case, one-half of the interest-bearing indebtedness also then outstanding.

Capital employed in the business, as here used, contemplates the entire capital paid in by the members of the company, including so much of the accumulated surplus as is actually employed in the business, but does *not* include any borrowed capital or interest-bearing indebtedness.

(b) Interest paid (by banks) on deposits or on money received for investment and secured by interest-bearing certificates of indebtedness issued by a bank, banking association, or loan or trust company is deductible in the entire amount so paid.

(c) If the corporation's indebtedness, or any part thereof, is wholly secured by collateral which is the subject of sale or hypothecation in the corporation's ordinary business as a dealer in such property, the interest paid on an amount of such indebtedness not exceeding the actual value of the collateral may be deducted.

Describe all obligations on which interest is paid in the following form. Distinguish plainly collateral loans falling under 6 (c) and also obligations incurred for the purchase of securities, the income from which is exempt from income tax.

| Kind of obligation. | Amount of principal. | | | | Rate of interest. | Amount of interest paid. | | |
|---|---|---|---|---|---|---|---|---|
| | $ | | | | | $ | | |
| | | | | | | | | |
| | | | | | | | | |
| Total | $ | | | | | $ | | |

**7. (a) TAXES PAID.**

Taxes, paid or accrued on the books of the corporation during the taxable year, are deductible with the following exceptions: Federal income and excess profits taxes (including taxes paid on the interest on its own obligations in pursuance of a covenant contained therein relieving the holder of liability for such taxes), foreign taxes on income derived from sources within the United States by foreign corporations, local taxes specially assessed against property on account of benefits derived from public improvements or betterments, and taxes upon the corporation's capital stock in the hands of the stockholders.

**BASIS OF RETURN.**

Is this return made on the basis of actual receipts and disbursements? yes

If not, describe fully what other basis or method was used in computing net income

**UNDISTRIBUTED INCOME, SURPLUS, AND UNDIVIDED PROFITS.**

| | |
|---|---|
| Total net income of taxable year preceding that for which this return is made (less income tax paid thereon) | $ 16878.76 |
| Amount of such income remaining undistributed six months after the close of that year | No distribution |
| Amount of such income remaining undistributed twelve months after the close of that year | " " |
| Total surplus and undivided profits at close of taxable year | 13376.47 |

**If sufficient space is not provided for the entry of any information required in the "Supplementary Statement," schedules in the form indicated, marked with the number of the item to be explained, should be attached to this form.**

2—4242

MUSEUM OF MODERN ART FILM LIBRARY
DONALDSON COLLECTION

PROPERTY OF THE MUSEUM OF MODERN ART
D. W. GRIFFITH COLLECTION

# D. W. G. CORPORATION.

## BALANCE SHEET, December 31,1917.

- - - - - - - - - - - -

### ASSETS.

| | | |
|---|---|---|
| **Investments:** | | |
| 762 shares Wark Prod.Co.---- | | |
| 97 " David W.Griffith Co. | 9700. | |
| 60 " Epock Prod.Co. | 1908.96 | |
| 225 " F-4 Corp. | 1125. | 12733.96 |
| Notes Receivable: | | |
| Wark Prod. Co.ctfs.ind. | | 28000. |
| Accts. Receivable. | | 60250. |
| Royalties. | | 9690.31 |
| D. W. Griffith: | | |
| Personal. | | 60489.72 |
| Ranch. | | 3032.42 |
| War Picture. | | 41690.09 |
| A.H.T. Banzhaf. | | 7200. |
| David W. Griffith Corp. | | 312.50 |
| Cash. | | 2551.52 |
| | | 225950.52 |

Total 225950.52

### LIABILITIES.

| | | |
|---|---|---|
| Wark Prod. Corp. | | 7524.05 |
| Capital Stock. | | 205100. |
| Paid in Surplus | | 6975. |
| Fed. Taxes 1917 | | 97.52 |
| Surplus. | | |
| Earned 1916 | 2998. | |
| " 1917. | 3255.95) | 6253.95 |
| | | 225950.52 |

Total 225950.52

(Copy)

**CAUTION**

Read all instructions

Answer all questions

If necessary, ask your Collector of Internal Revenue for assistance.

FORM 1103—UNITED STATES INTERNAL REVENUE.

# CORPORATION EXCESS PROFITS TAX RETURN

Taxable year ended Dec 31, 1917

Name DWG Corporation

Business address 15 Exchange Place, Jersey City, NJ

Kind of business Stock holding corporation

Date established May 20, 1916

(Do not write in this space.)
RECEIVED

| LIST. | | |
|---|---|---|
| Month. | Page. | Line. |
| | | |

Audited by

## GENERAL INSTRUCTIONS.

**1. Complete instructions.**—For complete instructions concerning the filling of this form see Regulations No. 41 relative to the War Excess Profits Taxes imposed by the War Revenue Act approved October 3, 1917, referred to hereinafter as Excess Profits Tax Regulations. Copies can be obtained from any collector of internal revenue.

**2. Who must make a return on Form 1103.**—Every corporation having for the taxable year a net income of $3,000 or more (see Form 1031) must make a return on this form of its average invested capital during the taxable year and compute the amount of its excess profits tax, if any, as directed herein.

This return should be made at the same time and in the same manner as the return of net income for the taxable year on Form 1031.

A corporation which claims that it employs in its business only a nominal capital or that it can not satisfactorily determine the amount of its invested capital must, nevertheless, fill this form as far as practicable in order to show the facts necessary for action on its claim.

**3. Taxable year.**—The taxable year is the calendar year 1917 or (if the fiscal year of the corporation differs from the calendar year) the fiscal year ending in the calendar year 1917. A corporation whose fiscal year differs from the calendar year may also use this form for its return (without entries for prewar period) covering the fiscal year ending in 1918.

**4. Taxable income.**—All the income of a corporation from whatever source derived is deemed to be derived from its business and all such income subject to the income tax is also subject to the excess profits tax except as provided for in Schedule I.

**5. Deduction.**—Each corporation whose income (derived from a business carried on with invested capital) is subject to excess profits tax may deduct from the amount of its taxable income (1) an amount equal to not less than 7 per cent and not more than 9 per cent of the amount of its invested capital, as explained below, and (2) $3,000.

If the corporation was not in existence during the whole of at least one of the calendar years 1911, 1912, and 1913, designated by the act of October 3, 1917, as the prewar period, and has not succeeded to the control of a business which was carried on during any one or more of those years, the first deduction is an amount equal to 8 per cent of the amount of invested capital. Otherwise the deduction is an amount equal to the same percentage of the invested capital for the taxable year as the average net income during the prewar period was of the average invested capital during that period, provided that if such percentage is less than 7 per cent, the deduction shall be computed at the rate of 7 per cent and if more than 9, at the rate of 9 per cent (see Excess Profits Tax Regulations, Article 21).

In order to take advantage of this provision, the corporation must make a return of invested capital during the prewar period as well as during the taxable year. Space for such a return is provided on this form.

If the corporation prefers, it may compute the deduction at the rate of 7 per cent and avoid the necessity of rendering a return of invested capital for the prewar period. In any case the average amount of invested capital during the taxable year must be determined if possible.

**6. Invested capital.**—For definition of "invested capital" and complete instructions for computing its amount see Excess Profits Tax Regulations, Articles 42 to 65.

**7. Computation of tax for fiscal year, part of which falls in the calendar year 1917.**—The tax of a corporation whose fiscal year differs from the calendar year shall be that proportion of the tax computed on the net income for the fiscal year which the number of months from January 1, 1917, to the end of the fiscal year bears to the entire number of months in the fiscal year.

**8. Corporations making claim for assessment under Article 52** of the Regulations (section 210 of the act of October 3, 1917) should answer all questions and fill all schedules so far as possible and attach a statement explaining why it is impracticable or in the case of foreign corporations, unreasonably expensive to fill out the entire return.

## SCHEDULE I.—NET INCOME FOR TAXABLE YEAR SUBJECT TO EXCESS PROFITS TAX.

| | | |
|---|---|---|
| 1. Net income for taxable year shown in Item 8, Form 1031 | | $ 3 801 93 |
| 2. Plus interest on obligations of the United States issued since September 24, 1917, held by corporation in excess of $5,000 par value | | |
| 3. TOTAL | | 3 801 93 |
| 4. Less (a) Dividends received as shown in Item 3d, Form 1031 | $ 3 108 96 | |
| 5. (b) Interest paid (not in excess of legal limit) on indebtedness incurred for purchase of obligations reported in item 2, above | | 3 108 96 |
| 6. NET INCOME SUBJECT TO EXCESS PROFITS TAX | | $ 692 97 |

## SCHEDULE II.—INVESTED CAPITAL.

| ITEM. | 1911 | 1912 | 1913 | TAXABLE YEAR. |
|---|---|---|---|---|
| 1. Capital, surplus, and undivided profits at the close of the preceding year as shown by corporation's books before making any adjustments therein (from Schedule A) | $ | $ | $ | $ 215 073 |
| 2. Adjustments by way of additions (from Schedule B) | | | | |
| 3. TOTAL | $ | $ | $ | $ 215 073 |
| 4. Adjustments by way of deductions (from Schedule C) | | | | 16 825 |
| 5. Invested capital at beginning of year (Item 3 less Item 4) | $ | $ | $ | $ 198 248 |
| 6. Changes in invested capital during year (from Schedules D and E) | | | | |
| 7. Invested capital for year | $ | $ | $ | $ 198 248 |
| 8. TOTAL INVESTED CAPITAL FOR PREWAR PERIOD | | | | $ |

## SCHEDULE III.—DEDUCTION.

| | | |
|---|---|---|
| 1. Percentage—net income to invested capital for prewar period. (Item 6, Schedule F, divided by Item 8, Schedule II. Carry out result as far as desired, but drop the remainder, if any, without increasing the last figure of the percentage | | % |
| 2. Percentage to be used in computing deduction (see Instruction 5) | | 8 % |
| 3. Amount of deduction computed at above rate on invested capital for taxable year | | $ 15 859 84 |
| 4. Exemption (except for foreign corporations) | | 3 000 00 |
| TOTAL DEDUCTION | | $ 18 859 84 |

## SCHEDULE IV.—COMPUTATION OF TAX.

| CLASSES OF INCOME FOR COMPUTATION OF TAX. Over— | But not over— | Amount of income in each class. | Deduction (if in excess of 15 per cent of invested capital, enter only 15 per cent on first line and balance on line or lines below). | Balance subject to tax. | Rate. | AMOUNT OF TAX. |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| $0.00 | 15 % of invested capital | $ | $ | $ | 20% | $ |
| 15 % of invested capital | 20 % of invested capital | | | | 25% | |
| 20 % of invested capital | 25 % of invested capital | | | | 35% | |
| 25 % of invested capital | 33 % of invested capital | | | | 45% | |
| 33 % of invested capital | | | | | 60% | |
| TOTAL | | $ | $ | $ | x x | $ |



LANGERETH COLLECTION MISSISSIPPI COLLEGE LAW LIBRARY

## SCHEDULE A.—CAPITAL, SURPLUS, AND UNDIVIDED PROFITS AS SHOWN BY BOOKS BEFORE MAKING ANY ADJUSTMENTS THEREIN.

**A4.** Stock actually outstanding (not in the corporation treasury) at the end of the preceding taxable year may be counted as invested capital to the extent that it is paid up.

**A6.** Reserves consisting of amounts not deductible in the computation of net income under the income tax law, may, if properly explained, be included as part of the surplus for the purpose of computing the invested capital.

| ITEM. | 1911 | 1912 | 1913 | TAXABLE YEAR |
|---|---|---|---|---|
| Capital stock paid up and actually outstanding at the close of the preceding year (not including treasury stock): | | | | |
| 1. First preferred | $ | $ | $ | $ |
| 2. Second preferred | | | | |
| 3. Common | | | | 205 100 |
| 4. TOTAL | $ | $ | $ | $ |
| Surplus and undivided profits: | | | | |
| 5. Paid-in surplus | $ | $ | $ | $ 6975 — |
| 6. Earned surplus | | | | 2998 — |
| 7. Undivided profits | | | | |
| 8. GRAND TOTAL OF ITEMS 4, 5, 6, AND 7 | $ | $ | $ | $ 215 073 — |

## SCHEDULE B.—ADJUSTMENTS BY WAY OF ADDITIONS.

**B1.** If any part of the interest on the corporation's permanent indebtedness was excluded as a deduction from the corporation's income for any year (see Form 1031), a proportionate part of such indebtedness may be added to invested capital for that year as Item 1, Schedule B.

**B2.** If any addition to invested capital is reported in Item 2, Schedule B, submit a full statement showing the kind of property, the date when paid in, its value on that date, and how the value was determined.

**B3.** If an addition to invested capital is reported in Item 3, Schedule B, submit a statement showing the kind of property, its cost, and the year in which it was acquired.

**B4.** If any addition to invested capital is reported in Item 4, Schedule B, state specifically the amount of depreciation or depletion written off each year in the books of the company and the amount allowed as a deduction in computing taxable income.

| ITEM. | 1911 | 1912 | 1913 | TAXABLE YEAR |
|---|---|---|---|---|
| 1. Proportion of permanent indebtedness, the interest on which is not deductible from income in computing income tax (Article 44) | $ | $ | $ | $ |
| 2. Value of tangible property in excess of par value of stock issued therefor (Article 63) | | | | |
| 3. Additions to capital account allowable under Article 64 | | | | |
| 4. Depreciation charged in accounts of corporation but disallowed by Treasury Department as expense on income tax returns | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. TOTAL | $ | $ | $ | $ |

## SCHEDULE C.—ADJUSTMENTS BY WAY OF DEDUCTIONS.

**C1.** Is any good will, trade-mark, trade brand, franchise, or similar intangible property, paid in for stock, entered on the books of the corporation at a value in excess of its actual cash value when paid in? No In excess of the par value of the stock issued therefor? No In excess (in the aggregate) of 20 per cent of the par value of the stock outstanding on March 3, 1917? No

If so, submit a statement showing (*a*) date of acquisition; (*b*) cash value at that date; (*c*) par value of stock issued therefor; (*d*) par value of total stock outstanding on March 3, 1917; and (*e*) value at which the assets are entered on the books of the corporation.

The amount by which "*e*" exceeds "*b*," "*c*," or 20 per cent of "*d*," whichever is lowest, must be entered as Item 1, Schedule C, for the taxable year and for each year of the prewar period that is affected.

**C2.** Is any patent or copyright, paid in for stock, entered on the books of the corporation at a value in excess of its actual cash value when paid in? No In excess of the par value of the stock issued therefor? No

If so, submit a statement showing (*a*) date of acquisition; (*b*) cash value of the patent or copyright at that date; (*c*) par value of the stock issued therefor; and (*d*) value at which the patent or copyright is entered on the books of the corporation.

The amount by which "*d*" exceeds "*b*" or "*c*," whichever is the lower, must be entered as Item 2, Schedule C, for the taxable year and for each year of the prewar period that is affected.

**C3.** Is any tangible property, paid in for stock, entered on the books of the corporation at a value in excess of its actual cash value when received? No In excess of the par value of the stock paid therefor? No

Is any tangible property paid for specifically with stock before January 1, 1914, entered on the books of the corporation at a value in excess of its actual cash value on that date? No

If the answer to any of the foregoing questions is "yes," submit a statement showing (*a*) kind of property; (*b*) when acquired; (*c*) par value of the stock paid therefor; (*d*) actual cash value of the property when paid in; (*e*) actual cash value of the property on January 1, 1914, if paid in before that date; (*f*) basis of the valuation stated under "*e*"; (*g*) value at which the property is entered on the corporation's books; and (*h*) amount by which such value exceeds the allowable value under Article 55 of the Excess Profits Tax Regulations. Enter this amount as Item 3, Schedule C, for the taxable year and for each year of the prewar period that is affected. (Note that the value January 1, 1914, does not affect the prewar period.)

**C4.** (*a*) Was any stock issued by the corporation ever returned as a gift or for a consideration substantially less than its par value? No (*b*) If so, what was the par value of such stock? No (*c*) What amount of cash or its equivalent was derived from the resale of such stock? $ No

The excess of "*b*" over "*c*" must be entered as Item 4, Schedule C, for the taxable year and for each year of the prewar period that is affected.

**C5.** Was the business reorganized or consolidated, or was its ownership changed after March 3, 1917? No If so, answer the following questions:

(*a*) Did an interest in the business of 50 per cent or more remain in the control of the same persons, corporations, associations, or partnerships, or of any of them?

(*b*) Were any of the assets entered on the books of the corporation making this return at a higher value than on the books of its predecessor?

(*c*) If so, were such assets paid for specifically as such in cash or tangible property?

The increase in book value of any property not so paid for must be deducted from the invested capital for the taxable year as Item 5, Schedule C, unless it can be shown that under the excess profits law and regulations the property was undervalued on the books of the predecessor business.

**C6.** Is any property paid for with cash or with other tangible property entered on the books of the corporation at a value in excess of the amount of cash paid therefor or the actual cash value of the tangible property paid therefor? No If so, submit a statement showing (*a*) kind of property; (*b*) amount of cash paid therefor; (*c*) actual cash value of other tangible property paid therefor; (*d*) how that value was determined; (*e*) value at which the property is entered on the books of the corporation; and (*f*) excess of "*e*" over "*b*" or "*c*." This excess must be entered as Item 6, Schedule C, for the taxable year and for each year of the prewar period that is affected.

**C7.** Has adequate provision been made in the expense accounts of the company for (*a*) losses of every kind? Yes; (*b*) depreciation? Yes; (*c*) obsolescence?; (*d*) depletion of mineral deposits, timber supplies and the like? —

If adequate charge has not been made for depreciation, depletion, obsolescence, and other losses, and the value of the property has not been maintained by replacements that have been charged to expense, proper additional charges for depreciation must be computed for all years in which they were not made on the books, and the total amount of such charges must be entered as Item 7, Schedule C, for the taxable year (and for each year of the prewar period that was affected) and deducted in arriving at its surplus and undivided profits.

**C8.** Has the corporation any stocks, bonds (other than obligations of the United States), or other assets, the income from which is not subject to excess profits tax? Yes If so, at what value are they carried on the corporation's books? $ 16875 Has any portion of such assets been included in invested capital in accordance with Articles 45 and 46 of the Excess Profits Tax Regulations? Yes If so, how much? $ 16875 Is the balance in excess of the corporation's indebtedness, excluding the amount thereof that has been included in invested capital as Item 1, Schedule B? No If so, state the amount of such excess. $ —

Enter this amount as Item 8 in Schedule C, for the taxable year, and make a similar correction for each year of the prewar period.

## SCHEDULE C.—ADJUSTMENTS BY WAY OF DEDUCTIONS (Concluded).

| ADJUSTMENT ON ACCOUNT OF— (See corresponding instructions on page 2.) | 1911 | 1912 | 1913 | TAXABLE YEAR |
|---|---|---|---|---|
| 1. Valuation of good will, trade-marks, trade brands, franchises, or other intangible property purchased with stock (Articles 57 and 58) | $ | $ | $ | $ |
| 2. Valuation of patents and copyrights paid in for stock (Article 56) | | | | |
| 3. Valuation of tangible property paid in for stock (Article 55) | | | | |
| 4. Stock returned to corporation as a gift, etc. (Article 54) | | | | |
| 5. Valuation of assets acquired in reorganizations (Article 50) | | | | |
| 6. Appreciation (Article 42) | | | | |
| 7. Depreciation and depletion (Article 42) | | | | |
| 8. Excess of stocks and other inadmissible assets over indebtedness (Article 44) | | | | 16825 — |
| 9. | | | | |
| 10. | | | | |
| 11. TOTAL DEDUCTIONS | $ | $ | $ | $ 16825 — |

## SCHEDULE D.—CHANGES IN INVESTED CAPITAL DURING TAXABLE YEAR.

Specify (by using red ink for distributions, or otherwise) whether each item represents an addition or a distribution.

Report dividends paid out of profits of prior years but not dividends paid out of profits of the taxable year.

In column 4 enter the number of whole months remaining in the year, plus a fraction consisting of the number of days remaining in the month (including the date of change) divided by the total number of days in the month.

Assets (other than cash) paid in for stock, must be valued in accordance with Articles 55 to 60 of the Excess Profits Tax Regulations.

| Nature of additions and distributions. | Date. | Amount. | Number of months effective. | Adjusted average. $\left(\frac{\text{Column 3} \times \text{column 4}}{12}\right)$ |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 1 | | $ | | $ |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 NET ADDITION OR REDUCTION | | $ | | $ |

## SCHEDULE E.—CHANGES IN INVESTED CAPITAL DURING PREWAR PERIOD.

See instructions under Schedule D. Compute net addition or reduction separately for each year.

| Nature of additions and distributions. | Date. | Amount. | No. of months effective. | Adjusted average. $\left(\frac{\text{Column 3} \times \text{column 4}}{12}\right)$ |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 1 | | $ | | $ |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |
| 16 | | | | |
| 17 | | | | |
| 18 | | | | |

## SCHEDULE F.—NET INCOME DURING PREWAR PERIOD.

| ITEM. | 1911 | 1912 | 1913 |
|---|---|---|---|
| 1. Net income for year as reported on income tax return. (Do not include figures for less than a whole year's income) | $ | $ | $ |
| 2. Plus amount of Federal income tax paid during year | | | |
| 3. TOTAL for each year | | | |
| 4. Less amount of dividends received in 1913 | | | |
| 5. NET TOTAL for year 1913 | | | |
| 6. GRAND TOTAL FOR PREWAR PERIOD | | | |

# QUESTIONS.

1. Explain the nature of the corporation's business if not adequately described on first page

   (*a*) Main business

   (*b*) Collateral businesses, if any

2. Date of incorporation May 22, 1916 3. Under the laws of what State or country? Delaware

4. Enter on the following lines the names and addresses of three representative concerns in your locality engaged in the same kind of business

   No knowledge of any

5. What was the fair value of the total capital stock of the corporation as determined in the last assessment of the capital stock tax (if any)? Specify the year in 1917 fair value of the total capital stock was $307,650 – (307,650)

6. If any patent is included among your assets, attach a schedule to this return showing for each patent its serial number, date of issue, name of patentee, amount of cash or stock paid therefor, and its present book value None

7. If the corporation ever took over a going business or otherwise acquired a mixed aggregate of tangible property, patents, and copyrights, and good will and other similar intangible property, and paid for such property in whole or in part with stock or other securities, submit a statement showing—

   (*a*) The name of the concern taken over (or from which the property was acquired).

   (*b*) The nature of the assets and liabilities so acquired

   (*c*) The total par value of the stock issued therefor.

   (*d*) The value at which each class of assets was carried on the books of the concern from which acquired. (If obtainable submit a balance sheet of the predecessor corporation as at the date of acquisition.)

   (*e*) The value at which each item was entered on the books of the corporation making this return. The different classes of property must be valued as prescribed by Article 59 of the Excess Profits Tax Regulations and the values so obtained must be used in making adjustments 1, 2, and 3, Schedule C.

   If patents or copyrights were acquired, state the basis on which their value was determined, and how they were paid for.

   If good will or other intangible assets were acquired, state the basis on which their value was determined, and how they were paid for.

8. Is the corporation affiliated with one or more other corporations within the meaning of Article 77 of the Excess Profits Tax Regulations? No

   If so, submit a statement describing all its intercorporate relationships.

9. Is this return a consolidated return within the meaning of Article 78 of the Excess Profits Tax Regulations? —— If so, submit a schedule showing in detail the computation of the consolidated invested capital and income.

10. If the corporation was not in existence during the whole of any one of the calendar years 1911–1913, is its business substantially a continuation of a business carried on during any one or more of those years? No If so, give name under which, and address at which, its business was then carried on

11. Submit a copy, in detail, of—

    (*a*) The balance sheet of the corporation at the beginning of the taxable year.

    (*b*) The balance sheet of the corporation at the close of the taxable year.

---

We, the undersigned, president and treasurer of the above-named company, being severally duly sworn, each for himself deposes and says that the foregoing return, including the accompanying schedules and statements (if any), has been examined by him and is to the best of his knowledge and belief a true and complete return made in good faith pursuant to the Excess Profits Tax Regulations.

Sworn to and subscribed before me } this 16 day of March, 1918

Seal of officer taking affidavit.

Marian Foster

Cm. of Deeds

(Official capacity.)

Albert H. V. Bangley — President.

Robert C. Potter — Asst – Treasurer.

Form 1099
UNITED STATES
INTERNAL REVENUE

# REPORT OF INCOME OF $800 OR MORE PAID DURING THE YEAR 1917

SALARIES, WAGES, RENT, INTEREST, ETC., OR OTHER FIXED OR DETERMINABLE GAINS, PROFITS, AND INCOME NOT INCLUDING DIVIDENDS ON STOCK

(Act of October 3, 1917)

NAMES MUST BE PRINTED OR WRITTEN PLAINLY

**BY WHOM PAID**

NAME DAVID W. GRIFFITH CORPORATION

ADDRESS #1476 Broadway

New York City, N. Y.

**TO WHOM PAID**

NAME ALBERT H. T. BANZHAF

ADDRESS #2 Rector Street

New York City, N. Y.

INSTRUCTIONS.

One of these forms must be filled in for each person or organization to whom income, as described on this form, was paid during the year 1917. The name and business address of the person or organization making the payments should be entered under the heading "By whom paid" and the name and home address (if an individual) or business address (if an organization) of the one to whom the income was paid should be entered under the heading "To whom paid."

These forms must be forwarded with return Form 1096 to the Commissioner of Internal Revenue, Sorting Division, Washington, D. C., on or before March 1, 1918.

Do not report on this form dividends on stock or interest on bonds of domestic and resident corporations. Stock brokers should not use this form in reporting profits paid, but should use Form 1100.

Persons and organizations undertaking, as a matter of business or for profit, the collection of foreign payments of interest or dividends by means of coupons, checks, or bills of exchange should use this form and make return on Form 1096.

If payee is an individual, is he married? Yes

If not, is he head of a family? - -

| KIND OF INCOME PAID | AMOUNT | | |
|---|---|---|---|
| Salaries, wages, fees, commissions, etc. | $ 1 | 950 | 00 |
| Rent | $ | | |
| Interest on notes, mortgages, etc. | $ | | |
| Premiums and annuities | $ | | |
| | $ | | |

On the blank line above enter the kind and amount of any other fixed or determinable gains, profits, and income except as noted in instructions.

c2—4192

FORM 1096—UNITED STATES INTERNAL REVENUE.

# INFORMATION RETURN

OF

## PAYMENTS OF INCOME, ETC., REQUIRED TO BE REPORTED UNDER ACT OF OCTOBER 3, 1917.

By whom paid DAVID W. GRIFFITH CORPORATION During calendar year 1917

Place of business 1476 Broadway (Street and No.), New York (City or town.), New York (State.)

| A | B | C |
|---|---|---|
| CHARACTER OF INCOME PAID. | NUMBER OF REPORT FORMS. | AMOUNT. |
| Payments of interest, rent, salaries, wages, premiums, annuities, compensation, remuneration, emoluments, or other fixed or determinable gains, profits, and income of $800 or more | 1 | $ 1950.00 |
| Payments of dividends on stock of domestic and resident corporations amounting to $100 or more (except to nonresident alien corporations having no office or place of business in the United States) | | |
| Profits and losses from dealings in securities | | |
| Collections of foreign payments of interest or dividends by means of coupons, checks, or bills of exchange | | |
| TOTALS | 1 | $ 1950.00 |

### INSTRUCTIONS.

1. This return accompanied by report forms referred to below must be mailed to the **Commissioner of Internal Revenue, Sorting Division, Washington, D. C.,** on or before March 1 of each calendar year.

2. **Interest, Rent, Salaries, etc., of $800 or more.**—This return must be made by every person, corporation, partnership, association, or insurance company, including lessees or mortgagors of real or personal property, trustees, executors, administrators, receivers, employers, and all officers and employees of the United States who paid interest, rent, salaries, etc., as described above to another person, corporation, partnership, association, or insurance company during the calendar year stated at the head of this return. A separate report on Form 1099 must be made (and forwarded with this return) for each person, corporation, partnership, association, or insurance company to whom such income was paid

Interest, rent, salaries, etc., regardless of amount, paid to nonresident alien individuals should not be included in this return but should be reported on return Form 1042 and individually on Form 1098.

3. **Dividends.**—If required by the Commissioner of Internal Revenue, this return must also be made by every domestic or resident corporation, joint-stock company, association, or insurance company whose net income is subject to income tax, which paid dividends of $100 or more to any individual or organization during the taxable year. If a return is required, there must be forwarded with it a separate report on Form 1097 for each person or organization to whom such dividends were paid.

Dividends paid to nonresident alien corporations having no office or place of business in the United States should not be included in this return but should be reported, regardless of amount, on monthly return Form 1012 and annual return Form 1013 as Class D. and such entries on Form 1012 should be supported by separate reports on Form 1098.

4. **Profits and Losses from Dealings in Securities.**—If required by the Commissioner of Internal Revenue, net profits or losses resulting from transactions through persons, corporations, partnerships, or associations doing business as brokers on any exchange or board of trade should also be reported on this return. If a return is required, a separate report showing the total profits and losses must be made on Form 1100 for each person or organization engaging in such transactions.

5. **Foreign Income.**—Persons and organizations undertaking, as a matter of business or for profit, the collection of foreign payments of interest or dividends by means of coupons, checks, or bills of exchange, must make return on this form of the entire amount collected during the year. A separate report on Form 1099 must be made for each person or organization for whom such income is collected and the character of income and the amount thereof must be reported on the blank line provided on such form.

6. Care should be taken to see that the total amount of income paid, or of net profits or losses reported by stock brokers, entered in column C above, equals the total amount shown by the reports on Forms 1097, 1098, 1099, and 1100. If an adding machine tape was used in ascertaining the totals reported in column C, it should be submitted with the forms.

7. The name of the individual, corporation, partnership, etc., using report forms (1097, 1098, 1099, and 1100) may be printed or stamped on each form, if so desired, but this return must be made under oath.

8. Returns of individuals on this form must be signed and sworn to by the individual or his duly authorized agent. Returns of corporations, partnerships, etc., must be signed and sworn to by an officer of the corporation or member of firm.

I swear (or affirm) that to the best of my knowledge and belief the foregoing return and the accompanying reports constitute a true and complete statement of payments of the above-described classes of income made by the person or organization named at the head of this return, during the calendar year stated at the head of this return.

Sworn to and subscribed before me this 16 day of March 1918

Marion Foley
(Signature.)

(Title.)

Albert H. Banzhaf
(Signature.)

Treas.
(State whether individual owner, member of firm, or if officer of corporation give title.)

(State address of person signing if different from that given at head of return.)

2—4214

**CAUTION**

**Read this form and all instructions carefully and fill in supplementary statement on back of return first.**

**Totals in supplementary statement must agree with totals on face of return.**

Form 1031 (Revised January, 1918).—UNITED STATES INTERNAL REVENUE

# CORPORATION INCOME TAX RETURN

(FOR ALL CORPORATIONS EXCEPT RAILROAD AND INSURANCE COMPANIES)

**Return of annual net income for the** { ~~calendar year~~ **fiscal year ended** Dec 31, 1917

(Do not write in this space.)
RECEIVED

LIST.

| Month. | Page. | Line. |
|---|---|---|
| | | |

Audited by

*Name of corporation* DAVID W. GRIFFITH CORPORATION

*Principal office* 1476 Broadway, New York City, New York

*Kind of business carried on* Motion Pictures *Date of organization* Dec. 31 1913

1. Total amount of paid-up capital stock outstanding at the close of the year, or if there is no capital stock the capital other than interest-bearing indebtedness employed in the business at the close of the year. Unissued or treasury stock must not be included in this item, but only stock actually issued and outstanding at the close of the year for which this return is made.

| | |
|---|---|
| (*a*) Paid-up "common stock" | $ 10 000 - |
| (*b*) Paid-up "preferred stock" | |
| Total paid-up stock | $ |
| or (*c*) Capital employed in business | $ |

2. Total amount of bonded or other interest-bearing indebtedness outstanding at the close of the year, exclusive of indebtedness wholly secured by collateral the subject of sale or hypothecation in the ordinary business of the company and exclusive also of indebtedness incurred in the purchase of securities, the income from which is not subject to income tax.

| Character of obligation. | Rate of interest. | Principal. |
|---|---|---|
| | | $ |
| | | |
| | | |
| Total indebtedness | | $ |

| INCOME. | |
|---|---|
| 3. (*a*) Gross sales and other income from operations | $ |
| (*b*) Income from rentals, royalties, etc | 186 80 |
| (*c*) Income from interest (see item 3*c* on back of return) | 37 |
| (*d*) Income from dividends (see item 3*d* on back of return | |
| (*e*) Income from all other sources (see item 3*e* on back) | |
| Total gross sales and other income | 223 80 |
| Less total deductions | 2 308 75 |
| | NET LOSS |
| 8. Total net income | |
| Less: (*a*) Excess profits tax (item 12) $ | |
| (*b*) Dividends received out of earnings of 1913, 1914, 1915 $ | |
| Total (*a* plus *b*) | |
| 9. (*a*) Amount taxable at 2% (item 8 less total of *a* plus *b*) | |
| (*b*) Amount taxable at 1% (item 8*b*) | |
| 10. Amount of total net income shown in item 8 | |
| Less: (*a*) Excess profits tax (item 12) $ | |
| (*b*) Dividends received (item 3*d*) $ | |
| Total (*a* plus *b*) | |
| 11. Amount taxable at 4% (item 10 less total of *a* plus *b*) | |
| If return is made for a full fiscal year ended in 1917, compute tax on as many twelfths of item 11 as there are months from January 1, 1917, to the close of the fiscal year. Enter amount taxable here | |

| DEDUCTIONS. (See corresponding items on back of return.) | |
|---|---|
| (*a*) Cost of goods and other property sold | $ |
| (*b*) Expenses, general | 2 305 -- |
| 5. (*a*) Losses sustained charged off | |
| (*b*) Depreciation charged off | |
| (*c*) Depletion charged off | |
| (*a*) Interest paid (except as entered under 6*b* and *c*) | |
| (*b*) Interest paid on deposits (for banks only) | |
| (*c*) Interest paid on indebtedness wholly secured by collateral | |
| 7. (*a*) Domestic taxes paid, not including income and excess profits taxes | 3 75 |
| (*b*) Foreign taxes paid | |
| Total deductions | 2 308 75 |
| **TAX** | |
| 12. Amount of excess profits tax (see instructions below) | |
| 13. Amount of 2% tax (2% of item 9*a*) | |
| 14. Amount of 1% tax (1% of item 9*b*) | |
| 15. Amount of 4% tax (4% of item 11) | |
| 16. Total tax assessable | |

We, the undersigned, president and treasurer of the above-named company, whose return of net income is herein set forth, being severally duly sworn, each for himself, deposes and says that the items entered in the foregoing report and in the supplementary statement and in any additional list or lists attached to or accompanying this return are, to his best knowledge and belief, true and correct in each and every particular.

Sworn to and subscribed before me } this 16th day of March, 1918

Seal of officer taking affidavit.

Menan Folk
(Official capacity.)

Albert W. T. Banghart
*President.*

*Treasurer.*

## GENERAL INSTRUCTIONS.

**Excess profits tax.**—For the purpose of war excess profits tax, every corporation subject to income tax shall be deemed to be engaged in business, and all the trades and businesses in which it is engaged (whether continuously carried on or not) shall be treated as a single trade or business, and all its income from whatever source derived shall be deemed to be received from such trade or business.

In the case of a trade or business having no invested capital or not more than a nominal capital, the excess profits tax is equivalent to 8 per cent of the net income in excess of $3,000. This tax applies primarily to corporations engaged principally in rendering personal service in which the employment of capital is not necessary and the earnings of which are to be ascribed primarily to the activities of the owners.

In the case of a trade or business having more than a nominal invested capital, the excess profits tax is equal to various percentages of the net income, depending on its ratio to the invested capital. Every corporation having a net income of over $3,000 for the taxable year must make a return of invested capital and compute the amount of tax on Form 1103.

For further instructions see **Regulations No. 41, Relative to the War Excess Profits Tax.** A copy can be obtained from any collector of internal revenue.

**Time of filing returns.**—Returns made on the basis of a calendar year must be filed on or before March 1 with the collector of internal revenue of the district in which is located the principal place of business of the corporation; if made on the basis of a FISCAL YEAR*, they must be filed within 60 days after the close of such year.

***Fiscal year.**—Corporations desiring to make returns of annual net income on the basis of a fiscal year other than the calendar year must, not less than 30 days prior to March 1 of the year in which the return would be due if made on the calendar year basis, file with the collector a notice in writing designating the last day of some month as the close of such fiscal year. A return for that portion of the calendar year ending with the date designated as the close of the fiscal year must be filed on or before the first day of March of the next calendar year, and the return for each full fiscal year thereafter must be filed within 60 days after the closing date of the fiscal year so established.

**Extension of time.**—In the case of neglect to file the return within the prescribed time, the collector is authorized to grant an extension of the filing period not exceeding 30 days from the normal due date, provided such neglect was due to absence or sickness and provided an application for such extension is made in writing prior to the expiration of the period for which extension may be granted. In meritorious cases the Commissioner is authorized to grant such further extension as he may deem proper.

**Signatures and verification.**—Returns must be signed and verified by two officers of the corporation, that is, by the president, vice president, or other principal officer, and the treasurer or other financial officer, and must be sworn to before an officer authorized to administer oaths, and the seal of the attesting officer, if he is required to have a seal, must be impressed on the return in the space provided for that purpose.

**Subsidiary companies.**—The corporation making this return must attach hereto a list of all its subsidiary companies, if any, with the location of the principal place of business of each. Each subsidiary company must make a separate and distinct return.

**Foreign corporations.**—Foreign corporations subject to the law are required to make returns to the collector of the district in which is located the principal place of business or agency through which is transacted the business in the United States, or if the corporation has no place of business or agency in the United States, its return will be filed with the collector of internal revenue at Baltimore, Maryland. The gross income to be returned is that received from business transacted and capital invested in the United States, including interest on bonds, notes, or other interest-bearing obligations of residents, corporate or otherwise, and including income derived from dividends on capital stock or from net earnings of resident corporations, joint-stock companies, or associations whose net income is taxable under this law. The deductions allowable are those losses and disbursements incident and necessary to the transaction of the business in this country, all as specifically set out in the Act. Foreign taxes are not deductible from the gross income arising and accruing to a foreign corporation from business done or capital invested in the United States. If a foreign corporation has no place of business or agency in the United States and no return is made, the tax on income from interest and dividends will be withheld at the source.

**Penalties.**—Corporations refusing or neglecting to file returns within the time prescribed by law or rendering false or fraudulent returns shall be liable to a penalty of not exceeding $10,000, and an additional tax of 50 per cent in case of neglect to file the return within the time prescribed by law, and 100 per cent in the case of a false or fraudulent return, shall be added to the assessment; provided, in case of delinquency, if the return is voluntarily filed without notice from the collector, and it is shown that delay in filing was due to **reasonable** cause and not to **willful neglect,** the 50 per cent additional tax will not be assessed. A statement of the cause of delay must be attached to each delayed return.

Any officer of any corporation required by law to make, render, sign, or verify any return who makes any false or fraudulent return or statement with intent to defeat or evade the assessment required to be made shall be guilty of a misdemeanor, and shall be fined not exceeding $2,000 or be imprisoned not exceeding one year, or both, at the discretion of the court, with the costs of prosecution.

2—4242

# SUPPLEMENTARY STATEMENT

**The following information must be furnished, either on this sheet or on attached schedules, by every corporation, joint-stock company, or association. Without such information the return will not be accepted as complete. The items below relate to the correspondingly numbered items on the first page.**

**3. (c) FROM INTEREST.**

Interest to be reported as income for the purpose of the income tax includes all interest received on bonds or securities owned by the corporation except interest on obligations of a State or political subdivision thereof or interest upon the obligations of the United States or its possessions.

**3. (d) FROM DIVIDENDS RECEIVED.**

Any distribution made or ordered to be made by a corporation out of its earnings or profits accrued since March 1, 1913, whether in cash or stock of the paying company, must be returned (under Item 3 (d) on front page of this form) by the receiving corporation as income of the year in which the distribution was made or ordered to be made and will be taxed at the rates prescribed by law for the years in which surplus or profits distributed were earned, viz, 1% on amounts received out of earnings of 1913 (subsequent to March 1, 1913), 1914, and 1915, and 2% on amounts received from earnings of 1916 and 1917. A statement from the corporation paying the dividends included herein should be attached to this return, showing separately the amount of dividends paid out of earnings of each year; otherwise, they will be deemed to have been paid out of the earnings of 1917 and will be taxed 2%. The receiving corporation, in order that tax may be computed on dividends received in 1917 at the rates applicable to the years in which the profits were earned, must fill in the following form:

| Dividends received in 1917 out of profits earned each year subsequent to March 1, 1913. | | | | | |
|---|---|---|---|---|---|
| 1913 | 1914 | 1915 | 1916 | 1917 | Total. |
| $ | $ | $ | $ | $ | $ |

**3. (e) FROM OTHER SOURCES.**

Income received from all sources not elsewhere specified should be itemized below:

| | | | | |
|---|---|---|---|---|
| | $ | | | |
| | | | | |
| | | | | |
| | | | | |
| Total | $ | | | |

**4. (a) COST OF GOODS AND OTHER PROPERTY SOLD.**

Report the cost of goods sold in the following form:

| | | | |
|---|---|---|---|
| Merchandise bought for sale | $ | | |
| Cost of manufacturing or otherwise producing goods (if separately shown on books). (Submit schedule showing principal items of cost) | | | |
| Plus inventories at beginning of year | | | |
| Total | $ | | |
| Less inventories at end of year | | | |
| Net cost of goods sold | $ | | |

Explanations

If the corporation makes inventories of merchandise or materials, explain the basis on which they are made, whether (*a*) at cost, or (*b*) at cost or market value, whichever is lower. If no inventories are made, make no entries referring to inventories, but report the total cost of goods purchased or produced during the year. If the cost of manufacturing or otherwise producing goods is not kept separate from general expenses in the corporation's accounts, include such cost in "Expenses, general," below.

Corporations dealing in real estate, and any corporation that has sold any of its capital assets during the taxable year, should report the cost of the property sold in the following form:

1. Original cost of property $
2. Market value March 1, 1913, if acquired before that date
3. Cost of subsequent improvements, if any
4. Depreciation and depletion to date of sale
5. Net cost (item 1 or item 2 plus item 3 minus item 4)

State how market value March 1, 1913, was determined

Does such value include any good will? If so, how much? $

**4. (b) EXPENSES, GENERAL.**

This item should include only the ordinary and necessary expenses paid within the year in the operation of the business and maintenance of the properties of the corporation, itemized as per schedule below. **It must not include any expenditures reported under 4 (a), 5, 6, or 7.**

Expenditures for incidental repairs which do not add to the value or appreciably prolong the life of property are deductible as expenses, but expenditures for new buildings, permanent improvements or betterments which increase the value of property, or for restoring or replacing property, are not deductible under this or any other item of the return. Such expenditures are properly chargeable to capital account, to be extinguished through annual depreciation charges.

Payments made to officers or employees, who are stockholders, in the guise of salaries or compensation, the amount of which is based upon the stockholdings of such officers or employees, are not deductible as a business expense.

| | | | | |
|---|---|---|---|---|
| 1. Salaries of officers | $ | 1 | 950 | - |
| 2. Labor, wages, commissions, etc. (not included in "Cost of manufacturing or otherwise producing goods" under 4 (*a*)) | | | 27 | 50 |
| 3. Rents, royalties, and other payments in lieu of rent | | | | |
| 4. Repairs, ordinary and incidental | | | | |
| 5. Other expenditures (classify) Legal | | | 100 | - |
| Heralds & Pstrs | | | 18 | - |
| Prints | | | 208 | 50 |
| Misc. | | | 1 | |
| Total expenses | $ | 2 | 305 | - |

If salaries were increased or extra compensation was paid to officers, state the amount, the reason therefor, and the basis on which computed

**5. (a) LOSSES.**

Losses deductible under this item must be distinguished from depreciation or allowances for exhaustion, wear, and tear. The losses, not compensated by insurance or otherwise, must be absolute, complete, actually sustained during the year, and charged off on the books of the corporation.

| Kind of property on which loss is claimed. | Cost of property. | Cause of loss. | Amount charged off within year. | | |
|---|---|---|---|---|---|
| | $ | | $ | | |
| | | | | | |
| | | | | | |
| Total | | | $ | | |

When were the deducted losses ascertained to be such?

How were they so ascertained?

The cost of property lost should be determined as indicated in item 4 (*a*).

A bad debt offsetting income accrued since January 1, 1909, will not be allowed as a deduction unless the amount was reported as income for the year in which the debt was created.

State how the debts charged off (if any) were ascertained to be worthless

If at any future time a debt charged off as worthless is collected the amount collected must be returned as income for the year in which received.

Unpaid debts are not deductible if made good by recovery of property sold or retention of property pledged.

**5. (b) DEPRECIATION.**

The amount deductible on account of depreciation is an amount *charged off* which fairly measures the loss during the year in the value of physical property by reason of exhaustion, wear, and tear. Such amount should be determined upon the basis of the *cost* of the property and the probable number of years constituting its life. Stocks, bonds, and like securities, as well as any other intangible assets, are not subject to exhaustion, wear, and tear within the meaning of the law. Hence any amount charged off as representing a *shrinkage* in the value of such assets is not deductible either as depreciation or as a loss.

Depreciation computed on total invoice value of merchandise in stock is not an allowable deduction by reason of damage or obsolescence the merchandise is unsalable.

If a deduction is made on account of depreciation, the following statement must be filled in:

| Kind of property. | Its cost. | Probable life after acquirement. | Amount of depreciation charged off. | |
|---|---|---|---|---|
| | | | This year. | Previous years. |
| | $ | | $ | $ |
| | | | | |
| | | | | |
| Totals | $ | | $ | $ |

If building, state under "Kind of property" the material of which constructed.

**5. (c) DEPLETION.**

Depletion applies to the exhaustion of natural deposits, and contemplates a deduction to return to the corporation the capital invested, or in case of purchase prior to March 1, 1913, an amount sufficient to return to the corporation the fair market price or value of such deposits as of that date. An allowable deduction on account of depletion must not exceed the fair market value as of March 1, 1913, or the cost subsequent to that date, of the product mined and sold during the year, and will be determined in accordance with the rule set out in Articles 170 to 173, Regulations 33, Revised. The amount sought to be deducted on this account must be charged off on the books of the company.

| *Kind of property. | Its cost if acquired subsequent to March 1, 1913. | †Fair market value as of March 1, 1913. | Amount of depletion charged off. | |
|---|---|---|---|---|
| | | | This year. | Previous years. |
| | $ | $ | $ | $ |
| | | | | |
| | | | | |
| | | | | |

* Coal, iron ore, copper, oil, or gas.
† State how fair market value as of March 1, 1913, was determined

**6. INTEREST PAID.**

**(a)** The amount of interest deductible under (*a*) is the amount actually paid within the year on an amount of bonded or other indebtedness (except on indebtedness falling under 6 (b) or 6 (c) and indebtedness incurred for the purchase of obligations or securities the income from which is exempt from income tax) not in excess of the paid-up capital stock outstanding at the close of the year, or if there is no capital stock, the entire amount of capital (not including interest-bearing indebtedness) employed in the business at the close of the year, plus, in each case, one-half of the interest-bearing indebtedness also then outstanding.

Capital employed in the business, as here used, contemplates the entire capital paid in by the members of the company, including so much of the accumulated surplus as is actually employed in the business, but does *not* include any borrowed capital or interest-bearing indebtedness.

**(b)** Interest paid (by banks) on deposits or on money received for investment and secured by interest-bearing certificates of indebtedness issued by a bank, banking association, or loan or trust company is deductible in the entire amount so paid.

(c) If the corporation's indebtedness, or any part thereof, is wholly secured by collateral which is the subject of sale or hypothecation in the corporation's ordinary business as a dealer in such property, the interest paid on an amount of such indebtedness not exceeding the actual value of the collateral may be deducted.

Describe **all** obligations on which interest is paid in the following form. Distinguish plainly collateral loans falling under 6 (c) and also obligations incurred for the purchase of securities, the income from which is exempt from income tax.

| Kind of obligation. | Amount of principal. | | | | Rate of interest. | Amount of interest paid. | | |
|---|---|---|---|---|---|---|---|---|
| | $ | | | | | $ | | |
| | | | | | | | | |
| | | | | | | | | |
| Total | $ | | | | | $ | | |

**7. (a) TAXES PAID.**

Taxes, paid or accrued on the books of the corporation during the taxable year, are deductible with the following exceptions: Federal income and excess profits taxes (including taxes paid on the interest on its own obligations in pursuance of a covenant contained therein relieving the holder of liability for such taxes), foreign taxes on income derived from sources within the United States by foreign corporations, local taxes specially assessed against property on account of benefits derived from public improvements or betterments, and taxes upon the corporation's capital stock in the hands of the stockholders.

**BASIS OF RETURN.**

Is this return made on the basis of actual receipts and disbursements? Yes

If not, describe fully what other basis or method was used in computing net income

**UNDISTRIBUTED INCOME, SURPLUS, AND UNDIVIDED PROFITS.**

| | |
|---|---|
| Total net income of taxable year preceding that for which this return is made (less income tax paid thereon) | $463.10 |
| Amount of such income remaining undistributed six months after the close of that year | |
| Amount of such income remaining undistributed twelve months after the close of that year | |
| Total surplus and undivided profits at close of taxable year | |

**If sufficient space is not provided for the entry of any information required in the "Supplementary Statement," schedules in the form indicated, marked with the number of the item to be explained, should be attached to this form.**

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

March 18th 1918

Dear Mr. Banzhaf:

Thornton came in this afternoon, and stated that if the actual cash received was not taken up as income in prior years, it would have to be taken up this year as income. Of course you will be allowed to deduct the $1500. for the cost of the bond. The $75,000 cash received and $23943.60 for the notes is income. In the case of the Majestic stock, for instance, if the same was received prior to March 1st 1913 by Mr. Griffith, have him fix a value on them as of that date, and the difference between the value at that time and that at which the stock was sold last year will be represented as income. Of course, if this stock was not acquired prior to that date, then it is purely income for 1917, if not taken up as such previously. As the Triangle Film Corporation was not incorporated in 1913, the prewar rule will not apply. The profit on sale of stock as above will be described under that caption as "Profit on sale of Majestic Motion Picture Co. stock, Triangle Film Corporation stock, indebtedness, and list the other indebtednesses. Also, if Mr. Griffith had any losses outside of his business he would be allowed to offset them against the profits above, as the above transaction was in the sense of a speculation.

I have finished Russell Smith's wills and leases and am forwarding them in today's mail to him.

Sloan & Chace are going to send me a letter, on the receipt of which I will send Wendy over with the check. I expect to get the same tomorrow morning.

Nothing else new now. Hope you arrive in ship-shape, as also Mrs. Banzhaf.

With best regards, I remain

Sincerely,

Robert

COPY

March 19, 1918.

Register of Copyrights,
Library of Congress,
Copyright Office,
Washington, D.C.

Remittance #6223

Dear Sir:- Attention Mr. Arthur C. Risfield

We have your letter of March 9th in which you state that it is not clear to you how we could exhibit "Love's Struggle" on March 15th unless there were copies for sale.

For your information, this picture is approximately 12000 feet long, and so far there has been only one positive copy made and this was first exhibited on February 15th. It is Mr. Griffith's wish that the story as told by this film be copyrighted as per pur application forwarded to you on February 25th. We are having a musical score written and the composer is using this copy of the picture every day, which you can see prevents our forwarding it to you for your requirements.

On March 12th this picture was exhibited again but the title was changed to "Hearts of the World" which will be its final name, although Mr. Griffith desires to have the copyright cover both titles.

I am therefore enclosing herewith application made out on your Form L-1 to cover copyright under "Hearts of the World", also the necessary fee, post office money order for one dollar, together with typewritten synopsis of the story. The two complete positive copies of the picture are now practically completed and will be forwarded to you within two or three days.

We might say in further explanation that this photoplay will probably never be placed on sale; that is, positive copies from the negative will be handled as our own property and will be exhibited by representatives of Mr. Griffith, as was the case of "The Birth of a Nation". Therefore, it could scarcely be classed as "Motion picture photoplays reproduced for sale" as indicated on your Circular 7, Paragraph 2, although Mr. Griffith desires the story copyrighted, nevertheless, for his own protection.

Yours truly,

ECB EK

Secretary to Mr. Griffith.

D. W. GRIFFITH'S ACCOUNT

| | | |
|---|---|---|
| Salary from Majestic Motion Picture Co. received during year 1917, beginning with week ending Jan. 6 and ending week ending March 3rd | | $9000. |
| Salary from Epoch Producing Corp. beginning week ending Jan. 6 and ending week ending December 28th | | 5200. |
| Royalties from Epoch Producing Corporation from January to December, both inclusive | | 68920.70 |
| Salary from Wark Producing Corporation while in London, 8 weeks at $225. per week | | 1800. |
| Salary from War Picture commencing week ending Nov. 10 1917 to and including week ending December 29 1917 at $2000 per week | | 16000. |
| Settlement Majestic-Triangle commissions and stock accounts, received in cash during year | $75000. | |

for which Mr. Griffith sold $40000 par value Majestic M.P.Co. stock and $82,500 par value Triangle Film Corp. stock, and received in return 300 shares of Wark Producing Corp. stock, no par value and Series B Notes of the Triangle Distributing Corp., par value $36844. and cash indebtedness of Wark Producing Corp. to Majestic M.P. Co. of $13,156; also all other indebtedness of the Wark Co. to the Majestic Co. arising prior to March 1 1917, value questionable, not paid; also indebtedness of the Wark Producing Corp. to Triangle Film Corp. deferred payment of $10000.
Said Series B Notes of the Triangle Distributing Corporation were sold on December 11 1917 for $23943.60.
Mr. Griffith paid for surety Co. bond on account of sale of lost certificate of Majestic M.P.Co. $1500.

| | |
|---|---|
| Interest received from Central Trust Co. during year 1917 on bank balance | 82.35 |
| | 450.56 |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Make Check Payable to

WILLIAM J. SWAIN, State Treasurer.

# State of Delaware

## Treasury Department

Dover, Del., _____ 191

D. St. G. Corp.
Corp. Co. of A.

To THE STATE OF DELAWARE, Dr.

| | |
|---|---|
| To Franchise Tax for year 1917, Due March 19 1918 | 25 00 |
| Penalty - - - - - - - | |
| To Franchise Tax for year 191 , Due March 191 - | |

RECEIVED PAYMENT,
JUN 28 1918
WILLIAM J. SWAIN,
STATE TREASURER, DOVER, DEL.
Per ...

**All Taxes Not Paid** before the first of July next following date upon which they are due, are liable to a penalty of one per centum of amount per month from said July 1st until date of payment. This penalty should be included when making remittance.

**CHARTERS** of corporations, two years in arrears for tax, **BECOME VOID**, by operation of law, upon the Wednesday after the third Tuesday in March.

☞ *Please return this statement with remittance to be receipted.*

Paid Ck # 135
~~Dw 6/28/18~~

War Picture

Form 2875

# WESTERN UNION

## ANGLO-AMERICAN DIRECT UNITED STATES

# CABLEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

1918 MAR 20 PM 10 01

PT

Received at 16 BROAD STREET, NEW YORK

E5/20K

LONDON 16

BANZHAF 2 RECTOR STREET

NEWYORK

PLEASE CABLE PICTURES NAME ALSO WHEN HOW PRINTS SHIPPED REGARDS

BURLOKK.

PASS

K

Form 1220

| SERVICE | SYMBOL |
|---|---|
| Message | |
| Letter | Blue |
| Message | Nite |
| Letter | N L |

of these three symbols after the check (number of words) this is a day message. Otherwise character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

EIVED AT

26NY NS 145 NL

BZ NEW YORK NY MAR 20 1918

D W GRIFFITHS 175

CLUNES AUDITORIUM LOSANGELES CALIF

UNDERSTAND THAT NEGOTIATIONS ARE ALMOST COMPLETED TO HAVE YOUR NEW PICTURE OPEN AT THE METROPOLITAN OPERA HOUSE AND I CANNOT TELL YOU HOW PLEASED THAT I AM YOU MAY OF COURSE EXPECT EVERY COOPERATION AND I AM VERY PROUD OF FACT THAT I AM TO BE ASSOCIATED WITH YOU AND IT IS ONLY FITTING THAT YOU SHOULD HAVE THE HONOR OF HAVING YOUR PICTURE PAVE THE WAY FOR THE GREATEST TRIUMPH THE MOTION PICTURE EVER ENJOYED I CONGRATULATE YOU AND AM PROUD OF YOU MR KAHN INFORMS ME THAT IT IS VERY LIKELY THAT THE PRESIDENT WILL BE AT THE PREMIER AS WELL AS THE MOST DISTINGUISHED AUDIENCE THAT EVER WAS GATHERED IN THIS COUNTRY THIS WILL RING AROUND THE WORLD AND ONCE MORE REST ASSURED THAT I SHALL BE MIGHTY PROUD TO HAVE HAD A LITTLE TO DO WITH THIS YOUR GREATEST ACHIEVEMENT

ROTHAPFEL

155A MAR 21

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


75
91
166

RECEIVED AT MAIN OFFICE 608-610 SOUTH SPRING ST., LOS ANGELES.

1918 MAR 20 PM 11 11

B592CH SHEET 2

YOUR CAREER I REALIZE THAT TIME IS NECESSARY FOR ORCHESTRAL AND PROJECTION PREPARATIONS BUT IF THIS CAN BE DONE WITHIN SIX WEEKS I AM SURE YOU WOULD BE REWARDED FOR YOUR EFFORT I PROPOSED THE POSSIBILITY OF THIS PLAN AT THE SAME TIME CITING THE DIFFICULTIES AT A TREMENDOUSLY ENTHUSIASTIC LUNCHEON OF THE WHOLE COMMITTEE TODAY THE MANNER IN WHICH THE IDEA WAS RECEIVED WAS A WONDERFUL COMPLIMENT TO YOU IS IT POSSIBLE

JAS R QUIRK EDITOR PHOTOPLAY.

Thank you for great compliment

people handling picture have

not as yet obtained theatre

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

(n.d. file 3/20/18)

Form 1207

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

191

To Jas. R Quirk Editor Photoplay

Street and No. Chicago Ill.

Place

Thanks you for great compliment regarding opening Chicago! for Liberty Loan Have not as yet arranged for Theatre but hope to do so in time for your splendid patriotic effort Thanking you sincerely

D. W. Griffith

Charge D. W. Griffith Studio

SENDER'S ADDRESS FOR ANSWER  SENDER'S TELEPHONE NUMBER

---

Hearts of World

War Picture

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT MAIN OFFICE 608-610 SOUTH SPRING ST., LOS ANGELES.

1918 MAR 20 PM 11 11

War picture

B592CH 166 NL 2 extra

BN CHICAGO ILL 20

D W GRIFFITH 1937

ARTCRAFT STUDIO HOLLYWOOD CALIF

THE CENTRAL LIBERTY LOAN COMMITTEE WHOSE ACTIVITIES COVER THE STATES OF ILLINOIS IOWA INDIANA OHIO MICHIGAN AND WISCONSIN EXTEND TO YOU AN INVITATION TO OPEN YOUR NEW PICTURE IN CHICAGO SOMETIME IN APRIL WITH THEIR COOPERATION IF THE PROCEEDS OF THE FIRST NIGHT CAN BE DEVOTED TO COVERING THE EXPENSES OF THE LIBERTY LOAN DRIVE IN THIS SECTION OUR PLANS WOULD INCLUDE A TREMENDOUS OVATION FOR YOU AND THE PICTURE AND A MILITARY PARADE WITH A BRASS BAND OF SEVERAL HUNDRED PIECES ASSURE YOU IT WOULD BE THE GREATEST RECEPTION OF

Form 1204

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

**RECEIVED AT**

BRANCH OFFICE, ALEXANDRIA HOTEL, LOS ANGELES, CAL.

53GS MS 56 BLUE

MILWAUKEE WISC 422P MAR 21 18

D W GRIFFITH

50

ALEXANDRIA LOSANGELES CALIF

AM CONFIDENT CAN ARRANGE A DEAL ON EXTENSIVE SCALE WHEN CAN I MEET YOU IN CHICAGO FOR CONFERENCE WITH MY PEOPLE CAN YOU BRING COPY FILM AND MUSICAL SCORE FOR SINGLE PRIVATE EXHIBITION AT MY EXPENSE I KNOW I HAVE JUST THE CONNECTIONS THAT WILL SUIT YOU TO THE GROUND MY PEOPLE HERE NOW ANSWER QUICK

SHERMAN BROWN

349PM

get proposition acceptable as to this country with
exception of California Washington
and Oregon which can be handled
fairly here at small expense
like Los Angeles engagement.
Suppose these states if possible
are entirely out of state rights granted apply only to the forts
Wish you would delay final
signing until my arrival
on account of many intricate matters
which should be settled first
He could however proceed with
general plans and sending
troops tomorrow with general
[illegible] of cannot agree as worked here

Form 1204

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

**RECEIVED AT** BRANCH OFFICE, ALEXANDRIA HOTEL, LOS ANGELES, CAL.

Mar P.

65 GS MT 136 BLUE

UD NEWYORK NY 8P MAR22 1918

D W GRIFFITH

HOTEL ALEXANDRIA

WE HEARTILY APPROVE OF ARRANGEING WITH MORRIS GEST TO HANDLE PICTURE IN NEWYORK AND THROUGHOUT COUNTRY AFTER LONG NEGOTIATIONS GEST WILL ACCEPT FOLLOWING PROPOSITION HE TO RECEIVE FIVE PERCENT OF NET PROFITS FROM ALL COMPANIES EXCEPT LOSANGELES AND FIVE PERCENT OF ANY SALES OF STATE RIGHTS THIS ARRANGEMENT TO CONTINUE PICTURE GOES INTO PICTURE THEATRES WHEN HIS INTEREST ENDS GEST ALSO ASKS ALLOWANCE ONE HUNDRED PER WEEK FOR EACH COMPANY UP TO FIVE COMPANIES AND FIFTY FOR EACH OF NEXT FIVE COMPANIES NO

Form 1204

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

**RECEIVED AT**

65 GS MT 136 BLUE  SHEET 2

ALLOWANCE BEYOND TEN COMPANIES THIS ALLOWANCE COVERS ALL OFFICE EXPENSES IF THIS MEETS WITH YOUR APPROVAL WIRE CONSENT TO CLOSE WITH GEST WHO WILL BE DELIGHTED TO CARRY OUT YOUR IDEAS AND TO COOPERATE WITH YOUR PEOPLE WILL ANSWER ALL QUESTIONS CONCERNING METROPOLITAN TOMORROW HOLDING LYRIC UNTIL QUESTION OF OPENING FULLY DETERMINED

ADOLPH ZUKOR

830P

Form 1207

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

_____ 191

To David W. Griffith

Street and No. Hotel Alexandria Los Angeles Calif

Place

Leaving Chicago Sunday night at ten on Sunset Lake
Met Saunders here asked him to look up theatres Chicago
Told Zukor to take options on Lyric pending Metropolitan
Projection McCarthy is buying Gerrards ~~[illegible]~~ for future and which opened last week at Knickerbocker
Fair production but no punch

SENDER'S ADDRESS FOR ANSWER  SENDER'S TELEPHONE NUMBER

(N.d. file 3/22/18)

Form 1207

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

_____ 191

To Morris Gest Century Theatre

Street and No. N.Y. City

Place

By all means accept Metropolitan Proposition Congratulations

D. W. Griffith

Charge D. W. Griffith
Studio

SENDER'S ADDRESS FOR ANSWER  SENDER'S TELEPHONE NUMBER

(m.d. file 3/22/18)

Form 1207

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

191

To Adolph Zukor

Street and No. 41 st & 5 ave N.Y. City

Place

Have wired Lyons to accept Metropolitan proposition

D. W. Griffith

Charge D. W. Griffith Studios

SENDER'S ADDRESS FOR ANSWER  SENDER'S TELEPHONE NUMBER

(m.d. file 3/22/18)

Form 1207

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

191

To Adolph Zukor 485 – 5th Ave N.Y. city

Street and No.

Place

Best proposition acceptable as to this county only with exception of California Washington and Oregon which can be handled from here at small cost like Los Angeles engagement exp. these states if possible Of course ~~but means~~ this should include Lasky's firm and Balaco influence Wish you would delay final signing contracts until my arrival ~~on~~ because of intricate situation which should be agreed upon Lyons could

SENDER'S ADDRESS FOR ANSWER  SENDER'S TELEPHONE NUMBER

Form 1207

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to _____ 191___

To _____

Street and No. _____

Place _____

however proceed with general plan
My brother leaves tomorrow with plan
of campaign we as worked here also
idea of prices I think by all means accept
Ty rie as time is more valuable than Metropolitan
Have just plan for chicago and other big cities
at once before other pictures get assignments
We will plan California small town campaign

D. W. Griffith

SENDER'S ADDRESS FOR ANSWER  SENDER'S TELEPHONE NUMBER

Form 1204

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

BRANCH OFFICE, ALEXANDRIA HOTEL, LOS ANGELES, CAL.

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

**RECEIVED AT**

27GS BD 47

SV NEWYORK NY 248P MAR 22 1918

A H T BANZHAF 26

HOTEL ALEXANDRIA LOSANGELES CALIF

GOT PARTS ETC YESTERDAY WEBER CHECK DELIVERED LETTER REFERENCE
THORNTON MAILED YOU BURLOCK CABLED FOR PICTURES NAME ALSO WHEN
HOW PRINTS SHIPPED INCOME MATTERS NOW RECEIVING ATTENTION RING WANTS
TO KNOW ABOUT LETTER REFERENCE HANDLING NEW PICTURE ROTHAPFEL
ANNOUNCED OPENING OF METROPOLITAN AS MOVIE SHRINE IN NEWSPAPERS

ROBERT

1247PM

also my idea of prices & think
by all means accept it as
a time is more valuable than money. Metropolitan
let best plans for Chicago and
other big cities radiate as practicable
before country is flooded with other pictures on Sidney
We will plan California small
town campaign

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1204

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


**RECEIVED AT**

63 GS MT 49 BLUE

SINEWYORK NY 338P MAR22 1918

ALBERT H T BANZHAF ESQUALE

ALEXANDRIA HOTEL

WILL YOU GET ROY AITKEN WITH GRIFFITH AND YOURSELF TOGETHER FOR SPECIAL MEETING OF EPOCH DIRECTORS AT THE FIRST POSSIBLE MOMENT IN ORDER TO COMPLETELY VALIDATE RETURN OF CAPITAL STOP ARRANGEMENT MEETING FOR TOMORROW OR MONDAY AT LATEST STOP WIRING YOU FULL PARTICULARS NIGHTLETTER STOP WIRING ROY TO COOPERATE

W N SELIGSBERG

650P

Ruf –
German film

Hugel –
Klausell

Nurmian
G. of theatre
for all
orchestra

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT MAIN OFFICE 608-610 SOUTH SPRING ST., LOS ANGELES. 1918 MAR 24 AM 5 32

A126CH 39 NL

ND NEWYORK NY 23

A BANZHALF

281

CARE D W GRIFFITH ALEXANDRIA HOTEL LOSANGELES CALIF

IF BY CHANCE YOU CROSS THE PATH OF MY ORCHID PERFUMED LAWYER WRIGHT TRY TO SETTLE REASONABLE WAS INFORMED TODAY WOULD FIND MYSELF OUT THERE IN OCTOBER AGAINST MY WILL AND BETTER JUDGEMENT I MUST GO REGARDS TO ALL

MAE MARSH.


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


RECEIVED AT MAIN OFFICE 608-610 SOUTH SPRING ST., LOS ANGELES. 1918 MAR 26 PM 7 56

Affects State Rights

A732 SF 52NL

SEATTLE WASH 26

D W GRIFFITH 1737

CARE CLUNES AUDITORIUM LOSANGELES CALIF

WOULD LIKE TO PUT OVER HEARTS OF THE WORLD IN ORGEON WASHINGTON IDAHO MONTANA OR OTHER LIMITED TERRITORY THAT CAN DEVOTE MY ENTIRE ATTENTION TO IF CAN DEAL WITH YOU SO THAT CAN MAKE A REASONABLE PROFIT IF HAVE MAKE NO DISPOSITION OF THIS TERRITORY MAKE ME PROPOSITION CARE SEWARD HOTEL SEATTLE

C R COULTER.

Form 1204

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


**RECEIVED AT**

BRANCH OFFICE: 222 N. SPRING ST. {MAIN 4321 / HOME 60091} STA. 88

B75GS BG 67

SI NEWYORK NY 1125A MAR 26 1918

D W GRIFFITH 82

4500 SUNSET BLVD LOSANGELES CALIF

HAVE JUST RECEIVED URGENT CABLEGRAMS FROM LONDON FROM BOTH COLLINS AND BURLOCK INQUIRING WHEN PRINTS OF PICTURE WILL ARRIVE IN LONDON HAVE YOU SHIPPED THEM IF SO ADVISE ME AND I WILL CABLE BURLOCK THE INFORMATION OR IF YOU PREFER YOU CAN CABLE DIRECT TO LONDON IN ANY EVENT WIRE ME WHAT YOU DO SO I MAY KNOW THAT BURLOCK AND COLLINS HAVE BEEN ADVISED BEST WISHES

J J MCCARTHY

1140A

LIBRARY OF CONGRESS
COPYRIGHT OFFICE
WASHINGTON

IN REPLY QUOTE FILE
NO. AND ADDRESS
ALL COMMUNICATIONS
"REGISTER OF COPYRIGHTS"
HAH-FLT

March 26, 1918.

Dear Sir:

We have received your letter of March 19 in regard to the motion picture and as you state that this photo-play will probably never be placed on sale but only handled as your own property and exhibited by Mr. Griffith's representatives, it would seem that application might be made as a motion picture photo-play not reproduced in copies for sale, as provided in Sec. 11 of the copyright act. In such case, you would not be required to file two complete copies of the film, but only one print taken from each scene or act, in addition to the title and description. The title serves to identify the work and only one title, therefore, should be used. The use of more than one title tends to confusion rather than identification. The title, as such, is not subject matter of copyright but is necessarily recorded with the claim in the article itself for the sake of identification.

Inc. Form L-2

Respectfully,
THORVALD SOLBERG,
Register of Copyrights.

By Arthur Crisfield
Assistant Register of Copyrights.

Mr. David W. Griffith,
Attention, Mr. E.C. Bidwell,
4500 Sunset Blvd.,
Los Angeles, Calif.

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT MAIN OFFICE, 608-610 S. SPRING STREET, LOS ANGELES, CAL. ALWAYS OPEN

T9NY CG 78 NL

FY NEWYORK NY MAR 27 1918

A H P BANZHASS 52

ALEXANDRIA HOTEL CARE W GRIFFITH LOSANGELES CALIF

SHOULD CONSIDER IT A GREAT FAVOR IF YOU COULD SEE YOUR WAY CLEAR TO BRING DOROTHY WITH YOU AM MUCH WORRIED ABOUT HER COMING HERE WITH STRANGERS I INTENDED TO HAVE HER COME BACK MAY FIRST ANYWAY BUT WOULD MUCH PREFER IF YOU WOULD BRING HER WITH YOU BUT ONLY IN CASE THERE IS NO PROBABILITY WITH MY MAKING CONNECTIONS WITH MR GRIFFITHS KINDLY WIRE MY EXPENSE SO THAT I CAN INFORM MRS BENTON REGARDS AND GREATEST APPRECIATION

J C EPPING

1233A MAR 28


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


RECEIVED AT MAIN OFFICE 608-610 SOUTH SPRING ST., LOS ANGELES.

1918 MAR 28 AM 2 49

C63SF 41 NL

NEWYORK NY 27

DAVID W GRIFFITH 208

LOSANGELES CALIF

IF YOU NEED MUSICAL DIRECTOR FOR NEWYORK OPENING OF HEARTS OF THE WORLD WOULD BE GLAD TO ACCEPT POSITION AS AT PRESENT AM AT LIBERTY PLEASE WIRE IF MY OFFER IS ACCEPTABLE 1529 FLATBUSH AVENUE BROOKLYN AND TO WHOM TO REPORT

ALBERT PESEE.

COPY.

March 28, 1918

Mr. John D. Carter,
Collector Internal Revenue,
Los Angeles, Calif.

Attention Mr. Jones.

Dear Sir:

I hand you herewith Mr. David W. Griffith's personal income tax report for the year 1917 and beg to advise that he respectfully protests the payment of taxes on income as shown under "C" of said report, for stocks and certificates sold in the year 1917, as the stocks for which he received the cash and the certificates as sold were acquired by him in the years 1914 and 1915.

We make this protest on the ground that the income so received should be taxed pursuant to the income tax rate in force at the time he acquired these stock holdings.

We therefore ask that an amended return be permitted for the years 1914 and 1915 so that the total sums as reported un "C", viz; $112099.60 may be taxed pursuant to the rate in force when said stock was acquired and the classification now made as income in the year 1917 is therefore made under protest.

Trusting that you will give this matter due consideration, we remain

Very truly yours,

(Signed) A. H. T. Banzhaf
Attorney for D. W. Griffith
# 2 Rector St., New York.

P.S.-- The return made by Mr. Griffith under "A", 3rd line, as agent for the Artcraft Motion Picture Corporation, has been made pursuant to the status of the Artcraft Motion Picture Company during the year 1917. We now understand that the Artcraft has been absorbed by the Famous Players-Lasky Corporation, a New York Corporation having an office and place of business at Hollywood, Los Angeles, California.

# INDIVIDUAL INCOME TAX RETURN FOR CALENDAR YEAR 1917

## INSTRUCTIONS

### 1. Persons Required to Make a Return of Net Income.

Every citizen of the United States, whether residing at home or abroad, and every person residing in the United States, though not a citizen thereof, whose net income for the calendar year 1917 (see Item O, page 4) amounted to $1,000 if the individual is single or does not live with wife (or husband) or $2,000 if he is married and lives with wife (or husband), is required to make a return.

If the combined income of husband and wife, living together, and dependent children equaled or exceeded $2,000, all such income must be reported, either on one return or on separate returns. Husband and wife should make separate returns if either is subject to surtax (see instruction 6).

Executors and administrators of the estates of deceased persons must make returns covering the part of the taxable year during which such persons were alive, and also returns for the estates during the period of settlement. If the income of a trust estate was distributed, the fiduciary should get a copy of Form 1041 and comply with the instructions thereon. If the income from a trust estate was not distributed, the fiduciary must make a return for the estate on this form.

Guardians must make returns for their wards. Duly authorized agents may make returns for persons who by reason of sickness or other disability or absence from the United States are unable to make their own returns.

### 2. Income Exempt from Tax.

The following kinds of income need not be reported on this return:

(*a*) Proceeds of life-insurance policies paid to individual beneficiaries upon the death of the insured.

(*b*) The amount received by the insured as a return of premium or premiums paid by him under life insurance, endowment, or annuity contracts, either during the term or at the maturity of the term mentioned in the contract, or upon the surrender of the contract.

(*c*) The value of property acquired by gift, bequest, devise, or descent (but the income from such property shall be included as income).

(*d*) Interest upon the obligations of a State or any political subdivision thereof.

(*e*) Interest upon the obligations of the United States, except, in the case of such obligations issued since September 1, 1917, upon the amount by which an individual's holdings exceed $5,000 par value.

(*f*) Interest upon obligations of the possessions of the United States.

(*g*) Interest upon securities issued under the provisions of the Federal Farm Loan Act of July 17, 1916.

(*h*) The compensation of all officers and employees of a State, or any political subdivision thereof, except when such compensation is paid by the United States Government.

### 3. Personal Exemption.

A single person or a married person not living with wife or husband and having no dependents is entitled to a personal exemption of $1,000.

A married person living with wife or husband, or a head of a family, is entitled to a personal exemption of $2,000, plus $200 for each child dependent upon him or her, if under 18 years of age or incapable of self-support because mentally or physically defective.

A "head of family" is a person who in accordance with some moral or legal obligation actually supports and maintains one or more individuals closely related to him or her by blood, marriage, or adoption.

The amount by which the net income exceeds the foregoing exemption is subject to a normal tax of 2 per cent under the act of October 3, 1917. A further exemption of $2,000 is allowed before computing the normal tax of 2 per cent imposed by the act of September 8, 1916.

If a husband and wife make separate returns, their total exemption may be claimed by either (but not by both), or it may be divided between them.

The exemption is determined by the individual's status on December 31, 1917. A deceased individual's exemption is determined by his status at the time of his death.

An estate or trust paying income tax is entitled to an exemption of $1,000.

### 4. Tax Withheld at Source.

No credit should be claimed in this return for tax withheld on any income except 2 per cent of the interest on tax-free-covenant bonds (see Item 31, page 4). If tax on any other income has been withheld (except from nonresident aliens), the law provides that it shall be paid over by the withholding agent to the person from whom it was withheld.

### 5. Basis of Return of Income.

This return must show the income actually received and expenses actually paid during the year, unless the taxpayer keeps accounts (available for examination by internal revenue officers) showing income accrued and expenses incurred.

### 6. Surtax.

If your total net income (Item O, page 4) exceeds $5,000 you are subject to a surtax on the amount of net income in excess of $5,000 at a rate dependent on the amount of your total net income. To compute the amount of surtax, use the table and instructions at the bottom of this page.

### 7. Excess Profits Taxes.

If your net income reported under A on page 3 exceeded $6,000, you are subject to an excess profits tax at the rate of 8 per cent on the amount by which the net total under A exceeds $6,000.

If your total net income from all sources exceeded $6,000 and you received any income from a trade or business with invested capital, you should get a copy of the excess profits tax return (Form 1101), and calculate the amount of your tax, if any, as directed therein.

Enter the amounts of your excess profits taxes, if any, as Items 34 and 35, page 4, and their total as Item L, page 4.

For further instructions, see the Excess Profits Tax Regulations.

### 8. Affidavit.

The affidavit must be executed by the person whose income is reported unless he is a minor or unless he is ill, absent from the country, or otherwise incapacitated, in which case an agent may execute the affidavit.

The oath will be administered without charge by any collector or deputy collector of internal revenue or (if you are in the military or naval service of the United States) by any military or naval officer who is authorized to administer oaths for purposes of military or naval justice and administration. If you are not in the military or naval service and an internal revenue officer is not available, the return should be sworn to before a notary public, justice of the peace, or other person authorized to administer oaths.

It is not necessary to show the statement of net income or of tax due to the officer who administers the oath.

### 9. What Form Should be Used.

An individual whose net income for 1917 did not exceed his personal exemption by more than $2,000, and also did not exceed $5,000, may use the smaller return form (1040–A) instead of this form (1040). For copies of Form 1040–A or additional copies of Form 1040, inquire of your collector of internal revenue or at your post office or bank.

### 10. When the Return Must be Made.

This return must reach the collector's office on or before March 1, 1918.

The collector of internal revenue may, in case of sickness or absence of the individual, grant an extension of time not exceeding 30 days from March 1, 1918, provided a written application therefor is made within the period for which such extension may be granted.

The Commissioner of Internal Revenue is authorized to grant a reasonable extension of time for any reason he considers adequate.

### 11. Where the Return Should be Sent.

The return should be delivered or mailed to the collector of internal revenue for the district in which the individual resides.

If the individual has no residence in the United States the return should be sent to the collector for the district in which his principal business is carried on in the United States.

If the individual has neither residence nor place of business in the United States, the return should be sent to the collector of internal revenue at Baltimore, Md.

It is suggested that a copy of the return be retained.

### 12. When and to Whom Tax Must be Paid.

You may pay your tax by sending cash, check, or money order with this return to the collector of internal revenue.

You must pay it on or before June 15, 1918, to the collector to whom the return is sent.

### 13. Information at Source.

Every individual, firm, or corporation who during 1917 paid to another person salary, wages, interest, commissions, rentals, etc., of $800 or more, is required to make a true and accurate return to the Commissioner of Internal Revenue showing the nature and source of such payments and the name and address of the person receiving them. Forms for reporting such information will be furnished by any collector of internal revenue.

### TABLE FOR COMPUTATION OF SURTAX ON NET INCOME (Item O, Page 4) IN EXCESS OF $5,000.

#### INSTRUCTIONS.

To compute amount of surtax due on any amount of net income in excess of $5,000: First, find in Column A the largest sum which is less than the amount of the total net income reported on the return; then find in Column E the corresponding amount of total surtax. To this amount add an amount computed as follows:

Subtract from the net income the sum found in Column A and multiply the remainder by the rate shown on the next line below in Column C.

The sum of these two amounts is the total surtax due.

For example, the surtax on a net income of $22,500 is computed below:

| | |
|---|---|
| 1. Largest sum in Column A which is less than the amount of the total net income | $20,000 |
| 2. Total surtax thereon shown in Column E | 500 |
| 3. Remainder of net income after subtracting Item 1, above | 2,500 |
| 4. Surtax on this remainder at rate (8%) shown in Column C on line below that from which Item 1 was taken | 200 |
| 5. Total surtax due (sum of Items 2 and 4) | 700 |

| Amount of net income. | Amount subject to surtax at rate shown in Column C. | Rate. | Amount of surtax at each rate. | Total surtax on each amount. |
|---|---|---|---|---|
| A | B | C | D | E |
| $5,000 | $ 000 | 0% | $ 00 | $ 00 |
| 7,500 | 2,500 | 1% | 25 | 25 |
| 10,000 | 2,500 | 2% | 50 | 75 |
| 12,500 | 2,500 | 3% | 75 | 150 |
| 15,000 | 2,500 | 4% | 100 | 250 |
| 20,000 | 5,000 | 5% | 250 | 500 |
| 40,000 | 20,000 | 8% | 1,600 | 2,100 |
| 60,000 | 20,000 | 12% | 2,400 | 4,500 |
| 80,000 | 20,000 | 17% | 3,400 | 7,900 |
| 100,000 | 20,000 | 22% | 4,400 | 12,300 |
| 150,000 | 50,000 | 27% | 13,500 | 25,800 |
| 200,000 | 50,000 | 31% | 15,500 | 41,300 |
| 250,000 | 50,000 | 37% | 18,500 | 59,800 |
| 300,000 | 50,000 | 42% | 21,000 | 80,800 |
| 500,000 | 200,000 | 46% | 92,000 | 172,800 |
| 750,000 | 250,000 | 50% | 125,000 | 297,800 |
| 1,000,000 | 250,000 | 55% | 137,500 | 435,300 |
| 1,500,000 | 500,000 | 61% | 305,000 | 740,300 |
| 2,000,000 | 500,000 | 62% | 310,000 | 1,050,300 |
| Over 2,000,000 | | 63% | | |

#### COMPUTATION.

1. Largest sum in Column A which is less than the amount of the total net income $ 200 000.00
2. Total surtax thereon shown in Column E $ 41300.00
3. Remainder of net income after subtracting Item 1, above $ 9699.12
4. Surtax on this remainder at rate shown in Column C on line below that from which Item 1 was taken $ 3588.67
5. Total surtax due (sum of Items 2 and 4) $ 44888.67

This total (Item 5) should be entered as Item 33, page 4.

## PENALTIES.

2—4185

**For failing to make return on time.**—Not less than $20 nor more than $1,000, and, in addition, 50 per cent of the amount of tax due.

**For making false or fraudulent return.**—Not exceeding $2,000 or not exceeding one year's imprisonment, or both, in the discretion of the court, and 100 per cent of the tax due.

**For failing to pay tax on time.**—Five per cent of the amount of tax due and 1 per cent interest for each full month during which the tax remains unpaid.

**This return must reach the Collector of Internal Revenue at _____, or his deputy, on or before MARCH 1, 1918.**

# DETAILS OF TAXABLE INCOME

**All income must be reported gross, except income received from partnerships or through fiduciaries, which should be reported net.**

Income of any kind amounting to $800 or more received from any one source, or any income regardless of amount received from a partnership or through a fiduciary, should be reported separately, together with the name and address of the person, association, corporation, partnership, or fiduciary from whom received.

Your share of partnership profits should be reported under H, page 4, except the part of such profits which was originally derived (1) from interest on obligations of the United States issued since September 1, 1917, held by the partnership in excess of $5,000 par value (to be entered under E); (2) from dividends on stock of domestic and resident corporations (to be entered under F); and (3) from interest on securities not subject to Federal income tax.

If the partnership's fiscal year differs from the calendar year so that a part of the fiscal year fell within the calendar year 1916, a proportionate part of your share of the partnership profits for the fiscal year (with the exceptions noted), assignable to the calendar year 1916, should be entered under H in the column for deductions, and the balance in the final column. The total of these two amounts should be entered in the column for "Gross income." For normal tax, partnership profits assignable to 1916 but received in 1917 should be added to item 27, page 4. For surtax, they should be added to dividends (if any) accumulated in 1916, and treated as directed for such dividends under F, below. Dividends received through a partnership should be reported (like other dividends) under F for the year in which accumulated, regardless of the fiscal year of the partnership.

If income reported on this return was received by wife (or husband), or child, enter it in the same manner as your own income and write the word "wife," "husband," or "child," on the line on which the income is reported.

**If this form has not space enough for all entries, make additional entries on a separate sheet of paper and attach it securely to page 3 or 4.**

## A. INCOME FROM SALARIES, WAGES, COMMISSIONS, BONUSES, DIRECTORS' FEES, AND PENSIONS, AND FROM PROFESSIONS.

Salaries, wages, etc., paid by States or political subdivisions thereof and gifts not forming part of your compensation for services rendered should not be reported.

Expenses charged against your compensation or professional income should be explained on the blank lines marked "Explanation of deductions."

State whether the salaries, etc., were received by yourself, wife (or husband), or child.

Brokers and commission merchants should report their income under B if they buy and sell on their own account, advance money to their customers, or in any way use more than a nominal capital in their business.

## B. INCOME FROM BUSINESS (INCLUDING FARMING).

Report income under B only if you are engaged in farming or in business for yourself. Do not report here your share of partnership profits.

Report under C sales of land, buildings, equipment, stocks, bonds, and other property not connected with your regular business, and sales of your business plant and equipment.

If you have a complete profit and loss statement, showing all the information called for under "Cost of goods sold" and "Other business deductions," you may attach it to page 3 of this return and enter the amount of net income under B, page 3.

**Gross sales and income from business services.**—Individuals deriving income from the sale of merchandise or of products of farming, manufacturing, mining, or construction should report the total amount of such sales, less any discounts or allowances from the sale price. Income from business services such as transportation, storage, etc., carried on with invested capital, should also be reported here.

**Cost of goods sold.**—If you make inventories of merchandise or securities, state under "Explanations" the basis on which such inventories are made; that is, whether (a) at cost or (b) at cost or market value, whichever is lower.

If in your books of account you **do not** regularly inventory unsold goods or securities on hand, make no entries referring to inventories, but use one of the following methods:

(1) Report as cost of goods sold the total cost of goods purchased or produced during the year. This method may be used by manufacturers and dealers in merchandise, but not by dealers in real estate or securities.

(2) Report the cost of the particular articles sold during the year, in accordance with the instructions under C. This method may be used by dealers in real estate and securities.

**Taxes.**—See instructions under J, below.

**Repairs.**—Ordinary repairs, required to keep property in usable condition, are deductible. Replacements, on the other hand, may not be deducted, unless no deduction for wear and tear or depreciation has been claimed. Expenditures for permanent improvements are not deductible under this or any other heading.

This item should be explained in the table at the bottom of page 3.

**Wear and tear.**—A deduction may be claimed on account of wear and tear or depreciation during the year of property used exclusively in business or trade, only to the extent that such wear and tear or depreciation is not covered by deductions claimed in this return or in previous returns for repairs, replacements, and losses. The amount claimed for wear and tear or depreciation should not exceed the original cost of the property divided by its total estimated life in years. When the amount of depreciation allowed equals the cost of the property, no further claim should be made.

Do not claim any deduction for depreciation in the value of a building occupied by the owner as his dwelling, or of other property held for personal use. Do not claim any deduction for depreciation of real estate (exclusive of improvements thereon), nor for depreciation of stocks, bonds, and other securities.

This item should be explained in the table at the bottom of page 3.

**Depreciation of patents, copyrights, etc., and depletion of mines, etc.**—If you wish to claim a deduction on account of depreciation in the value of patents, copyrights, franchises, and other legal privileges, or on account of depletion of mines and oil and gas wells, see paragraphs 7 and 8, section 5a, of the act of September 8, 1916, and the regulations thereunder, or communicate with your collector of internal revenue.

**Property losses.**—Report only losses of property used in your business or trade from fire, storm, shipwreck, or other casualty, or theft, not covered by insurance and not offset by repairs or replacements reported. The property lost should be valued at cost less depreciation to date of loss.

Any such losses of property not used in your business, such as your dwelling or household furniture, should be reported under J, "Other deductions," on page 4.

Do not report any losses for which a claim against an insurance company is pending. Wait until the claim is settled and deduct from the cost of the property, less depreciation, the amount of insurance collected. Report the net loss, if any, in the return of income for the year in which the settlement by the insurance company is made.

This item should be explained in the table at the bottom of page 3.

**Bad debts.**—Report only debts which you have ascertained to be worthless and have charged off during the year.

**A bad debt offsetting income accrued since March 1, 1913, will not be allowed as a deduction unless the amount was reported as income for the year in which the debt was created.**

State under "Explanations" how the debts were ascertained to be worthless. Insolvency of the debtor, inability to collect by legal proceedings, or inability of debtor to pay, ascertained by a mercantile agency, would be a sufficient indication of worthlessness.

If at any future time a debt charged off as worthless and allowed as a deduction is collected the amount collected must be returned as income for the year in which received.

Unpaid debts are not deductible if made good by recovery of property sold or retention of property pledged.

Bad debts arising out of personal loans should be reported under J, "Other deductions."

**Other expenses.**—Do not include any personal, living, or family expenses.

Do not deduct interest on your own investment in your business or farm, or salary for your own services or services of your family, unless these items are entered as income elsewhere in this return or in other returns.

## C. PROFITS FROM SALE OF REAL ESTATE, STOCKS, BONDS, AND OTHER PROPERTY.

Sales connected with your regular business should be reported under B, unless they would thereby become confused with sales of merchandise whose cost is computed by a different method (see "Cost of goods sold," under B, above).

If the profits or losses on sales made through any one broker aggregated $800 or more, report the transactions on a separate line with the name and address of the broker.

**Kind of property.**—Describe the property as definitely as you can in a word or two, as "farm," dwelling," "stocks," "bonds," etc.

**Cost.**—If the property was acquired before March 1, 1913, report the estimated market value on that date instead of the cost and explain the basis of your estimate.

Expenses incidental to the purchase of property may be included in the cost if never claimed in income-tax returns as a deduction from income.

**Losses.**—If total cost of all property sold exceeded total sale price, the loss will **not** be allowed as a deduction unless the sales out of which the loss arose were connected with your regular business. If a deduction is claimed on account of losses reported under C, explain what connection the sales had with your regular business and enter the amount of the loss under J, "Other deductions."

## D. INCOME FROM RENTS AND ROYALTIES.

**Kind of property.**—Describe briefly, as "farm," dwelling," "mine," and also state kind of material of which buildings (if any) are constructed, as "brick" or "wood."

**Amount of rent.**—If tenant rents your farm on a cash rental basis, state the amount of the rent, whether paid in cash or in crops. If he works it on shares, report your share as income in your return for the year in which it is sold.

**Repairs, wear and tear, and property losses.**—See instructions relating to repairs, wear and tear, depreciation of patents, copyrights, etc., depletion of mines, etc., and property losses under B above.

## E. INTEREST ON BONDS AND OTHER OBLIGATIONS OF THE UNITED STATES ISSUED SINCE SEPTEMBER 1, 1917.

**Exemption.**—No return should be made of interest on any amount of such obligations up to and including $5,000, par value, owned by one individual. The benefit of this exemption may be claimed in this return not only on behalf of the individual making this return, but also on behalf of wife, husband, or any member of the family owning such obligations whose income has been included in this return.

**Interest paid.**—If indebtedness has been incurred for the purchase of such obligations, find what percentage the amount of such obligations held in excess of $5,000 is of the total amount of such obligations held, and enter in column 5 the same percentage of the interest paid on the indebtedness.

## F. DIVIDENDS ON STOCK OF CORPORATIONS ORGANIZED OR OPERATING IN THE UNITED STATES AND SUBJECT TO INCOME TAX.

Dividends which were paid out of profits or surplus accumulated by the distributing corporation prior to the year for which this return is made but not prior to March 1, 1913, should be reported under the year in which the profits or surplus was accumulated.

The amount of dividends paid out of profits or surplus accumulated in 1916 is subject to surtax at the rate or rates imposed by the act of September 8, 1916, on a corresponding amount of income in excess of the amount of Item O, page 4.

The sum of the amounts accumulated from March 1, 1913, to December 31, 1915, is subject to surtax at the rate or rates imposed by the act of October 3, 1913, on a corresponding amount of income in excess of the sum of Item O and the amount accumulated in 1916.

The amount of these surtaxes should be computed and entered on line 37, page 4. Otherwise an additional assessment will be made by the Commissioner of Internal Revenue.

## G. INTEREST ON TAX-FREE-COVENANT BONDS ON WHICH ONE NORMAL TAX OF 2 PER CENT WAS WITHHELD AT SOURCE.

Report under G interest received on bonds of corporations organized or doing business in the United States, containing a clause by which the debtor corporation agrees to pay the interest without any deduction for taxes, provided exemption from withholding of the tax and payment thereof at the source was not claimed with respect to such interest. If exemption was claimed, the interest received must be reported under H, "Other income," on page 4.

## H. OTHER INCOME.

Report under H interest received on bank deposits, notes, mortgages, etc., and **all other income** that is not reported elsewhere on this return, with the exceptions stated in instruction 2, page 1.

State each kind of income separately. (See also instructions at top of page.)

**Income received from partnerships or through fiduciaries.**—If taxable income other than that falling under E and F was received from a partnership or if taxable income other than that falling under E, F, and G was received through a fiduciary, enter the name of the partnership or fiduciary and the amount received on a separate line.

**Deductions, if any.**—Explain expenses claimed as deductions on any vacant lines or on a separate sheet of paper (to be attached securely to page 3 or 4 of the return).

## J. GENERAL DEDUCTIONS.

**Interest.**—Interest on personal indebtedness is deductible except on indebtedness incurred for the purchase of obligations or securities the interest on which is exempt from taxation as income.

**Taxes.**—Do not report inheritance taxes, Federal income taxes, or taxes specially assessed for local improvements or betterments, such as roads, streets, sidewalks, sewers, etc.

Excess profits taxes, if any, should not be included under J, but should be reported as Item L, and also as Items 34 and 35, page 4.

**Other deductions.**—Do not include your personal exemption, which should be entered on line 21, page 4, or any personal, living, or family expenses.

If you wish to claim a deduction on account of losses of personal property or bad debts arising out of personal loans, see instructions under B, "Property losses," and "Bad debts."

If a net loss is reported under B, D, or H, or if an excess of interest paid is reported under E (in column 6), it may be claimed as a deduction. If a net loss reported under C is claimed as a deduction, explain how the transactions were connected with your business.

## N. CONTRIBUTIONS.

The following are deductible: Contributions or gifts actually made within the year to corporations or associations organized and operated exclusively for religious, charitable, scientific, or educational purposes, or to societies for the prevention of cruelty to children or animals, no part of the net income of which inures to the benefit of any private stockholder or individual, to an amount not in excess of 15 per cent of your taxable net income as computed without deducting such contributions. Contributions to individuals are not deductible.

(SEE INSTRUCTIONS ON PAGE 2 UNDER CORRESPONDING HEADINGS)

# DETAILS OF TAXABLE INCOME (INCLUDING INCOME OF WIFE (OR HUSBAND) AND DEPENDENT CHILDREN, IF NOT REPORTED ON SEPARATE RETURNS)

WRITE "NONE" IN EACH BLOCK IN WHICH YOU HAVE NO INCOME TO REPORT

## A. INCOME FROM SALARIES, WAGES, COMMISSIONS, BONUSES, DIRECTORS' FEES, AND PENSIONS, AND FROM PROFESSIONS.

| 1. By whom received. | 2. Occupation or profession. | 3. Name and address of employer or (if practicing a profession) office address. | 4. Gross income. | 5. Deductions, if any. | |
|---|---|---|---|---|---|
| Self | Director | Majestic Motion Picture Co 4500 Sunset Blvd Los Angeles Cal | $ 9 000 00 | $ 1 015 48 | |
| " | Vice President | Epoch Producing Corp. 1476 Broadway, NY City | 5 200 00 | | |
| " | Director | David W Griffith, Agt Artcraft Pictures Corp 4500 Sunset Blvd Los Angeles Cal | 15 000 00 | | |
| " | Manager | Mark Producing Corp, 1476 Broadway NY City | 1 800 00 | | |
| NET INCOME FROM SALARIES, ETC. (total column 4 minus total column 5) | | | $ 31 000 00 | $ 1 015 48 | $ 29 984 52 |

Explanation of deductions: Legal Services for business Enterprise

## B. INCOME FROM BUSINESS (INCLUDING FARMING).

Kind of business: Orange + Lemon Grove  Business address: 4500 Sunset Blvd Los Angeles Cal

GROSS SALES ~~and income~~ from ~~business services~~: oil well + other 2nd hand Equipment less cost of delivery  $ 6 037 93

| COST OF GOODS SOLD: | | OTHER BUSINESS DEDUCTIONS: | |
|---|---|---|---|
| Labor | $ | Salaries and wages not reported as "Labor" under "Cost of Goods Sold" | $ 4 574 76 |
| Materials and supplies | | Rent | |
| Merchandise bought for sale | | Interest on business indebtedness | |
| Other costs | | Taxes on business and business property | |
| | | Repairs, wear and tear, and property losses (To be explained in table at bottom of page.) | |
| | | Bad debts arising from sales (see instructions) | |
| PLUS inventories at beginning of year | | Other expenses (specify) Repairs, irrigation, horse feed etc | 1 832 30 |
| TOTAL | $ | | |
| LESS inventories at end of year | | | |
| NET COST OF GOODS SOLD | $ | TOTAL OTHER BUSINESS DEDUCTIONS | $ 6 407 06 |

NET COST OF GOODS SOLD PLUS TOTAL OTHER BUSINESS DEDUCTIONS  $ 6 407 06

NET INCOME FROM BUSINESS (INCLUDING FARMING) Loss  $

Explanations: Sales reported are gross receipts of sales of 2nd hand Equipment sold. No other income has been received from farm, as it is in state of development. Deductions are gross maintenance charges

## C. PROFITS FROM SALE OF REAL ESTATE, STOCKS, BONDS, AND OTHER PROPERTY.

| 1. Kind of property. | 2. Year acquired. | 3. Name and address of purchaser or broker. | 4. Sale price. | 5. Original cost or market value March 1, 1913. | 6. Cost of subsequent improvements, if any. | 7. Depreciation previously allowed. |
|---|---|---|---|---|---|---|
| Stocks | 1915 | Triangle Film Distributing Co 1457 Bdw NY City | $ 75 000 00 | $ | $ 1 500 00 | $ |
| " | 1914 | Majestic Motion Picture Corp " " | 13 156 00 | | | |
| Certificate Notes | 1917 | S Lynch " " | 23 943 60 | | | |
| TOTALS | | | $ 112 099 60 | $ | $ 1 500 00 | $ |

NET PROFIT FROM SALES (total of columns 4 and 7 minus total of columns 5 and 6)  $110,599.60

Explanations: $1500 Subsequent cost represents cost of bond given for sale of lost certificate of stock.

## D. INCOME FROM RENTS AND ROYALTIES.

| 1. Kind of property. | 2. Name and address of tenant or lessee. | 3. Amount of rent and royalties. | 4. Repairs, wear and tear, and property losses. | 5. Interest. | 6. Taxes. | 7. Other expenses. |
|---|---|---|---|---|---|---|
| Picture rights | Epoch Prod Corp 1476 Bdw NY City | $ 68 920 70 | $ | $ | $ | $ 1 800 00 |
| " " | Wm H Clune 643 So Olive St Los Angeles Cal | 4 000 00 | | | | |
| TOTALS | | $ 72 920 70 | $ | $ | $ | $ 1 800 00 |

$800 to share of

NET INCOME FROM RENTS AND ROYALTIES (total of column 3 minus total of columns 4, 5, 6, and 7)  $71120.70

Explanations: Royalties paid to another

## E. INTEREST ON BONDS AND OTHER OBLIGATIONS OF THE UNITED STATES ISSUED SINCE SEPTEMBER 1, 1917.

| 1. If not received directly state name and address of partnership or fiduciary through whom received. | 2. Amount of bonds or certificates. | 3. Interest received on amount in excess of $5,000. | 4. Indebtedness incurred for purchase of bonds or certificates. | 5. Interest paid on proportionate part of such indebtedness. | 6. Excess of interest paid, if any. | 7. Excess of interest received, if any. |
|---|---|---|---|---|---|---|
| | $ | $ | $ | $ | $ | $ None |
| TOTALS [Include total of column 7 (if any) in total net income on page 4. Enter total of column 6 (if any) under J, "Other deductions," on page 4.] | | $ | | $ | $ | $ |

## F. DIVIDENDS ON STOCK OF CORPORATIONS ORGANIZED OR OPERATING IN THE UNITED STATES AND SUBJECT TO INCOME TAX.

| 1. If not received directly state name of partnership or fiduciary through whom received. | 2. Accumulated in 1913. | 3. Accumulated in 1914. | 4. Accumulated in 1915 | 5. Accumulated in 1916. | 6. Accumulated in 1917. |
|---|---|---|---|---|---|
| | $ | $ | $ | $ | $ None |
| TOTALS (include total of column 6 only in total net income on page 4) | $ | $ | $ | $ | $ |

## EXPLANATION OF REPAIRS, WEAR AND TEAR (DEPRECIATION), AND LOSSES OF BUSINESS OR RENTAL PROPERTY, AND DEPLETION OF MINES, ETC.

| Refer to "A," "B," or "D," above. | 2. Kind of property. (If buildings, state also material of which constructed.) | 3. Year acquired. | 4. Cost of buildings or other property. | 5. Repairs not covered by claims for wear and tear or losses. | Wear and tear (depreciation) and depletion charged off. 6. Rate. | 7. Amount previous years. | 8. Amount this year. | Losses not covered by insurance. 9. Cause of loss. | 10. Amount of loss. |
|---|---|---|---|---|---|---|---|---|---|
| | | | $ | $ | | $ | $ | | $ None |

## DETAILS OF TAXABLE INCOME (Concluded)

(SEE INSTRUCTIONS ON PAGE 2 UNDER CORRESPONDING HEADINGS)

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| TOTAL NET INCOME FROM SOURCES A, B, C, D, E, AND F, REPORTED ON PAGE 3 | | | | | | | $211 | 704 | 82 |
| **G. INTEREST ON TAX-FREE-COVENANT BONDS** (on which one normal tax of 2 per cent was withheld at source). | 1. Gross income. | | | 2. Deductions, if any. | | | | | |
| | $ | | | $ | | | | | |
| NET INTEREST ON TAX-FREE-COVENANT BONDS (total column 1 minus total column 2) | $ | | | $ | | | $ | | |
| **H. OTHER INCOME** (including income from partnerships and fiduciaries, except that reported under E, F, and G). | 1. Gross income. | | | 2. Deductions, if any. | | | | | |
| Interest on bonds and other obligations of domestic and resident corporations (except as entered under G) | $ | 150 | 00 | $ | 125 | 00 | $ | | |
| Interest on bonds of foreign countries and corporations and dividends on stock of foreign corporations | | | | | | | | | |
| Interest on notes, bank deposits, mortgages (except of corporations), and all other interest | | 599 | 42 | | | | | | |
| | | 749 | 42 | | 125 | 00 | | 624 | 42 |
| **I. TOTAL NET INCOME FROM ALL SOURCES** | | | | | | | $212 | 329 | 24 |
| **J. GENERAL DEDUCTIONS NOT REPORTED ON PAGE 3 OR ABOVE (EXCEPT CONTRIBUTIONS—SEE N BELOW).** | | | | | | | | | |
| Interest on personal indebtedness | | | | $ | 120 | 00 | | | |
| Taxes on dwelling and personal property, and other taxes not reported above (see instructions on page 2) | | | | | 591 | 36 | | | |
| Other deductions, except contributions (explain) | | | | | | | | | |
| TOTAL GENERAL DEDUCTIONS, EXCEPT CONTRIBUTIONS | | | | | | | $ | 711 | 36 |
| **K. TOTAL NET INCOME (WITHOUT DEDUCTING EXCESS PROFITS TAXES OR CONTRIBUTIONS)** | | | | | | | $211 | 617 | 88 |
| **L. LESS EXCESS PROFITS TAXES, IF ANY, FOR 1917** (see instructions on page 1 under "Excess profits taxes") | | | | | | | | 1918 | 76 |
| **M. TOTAL NET INCOME (WITHOUT DEDUCTING CONTRIBUTIONS)** (K minus L) | | | | | | | $209 | 699 | 12 |
| **N. CONTRIBUTIONS TO CHARITABLE ORGANIZATIONS, ETC.** (Enter below name and address of each organization and amount paid to each.) | | | | | | | | | |
| | $ | | | $ | | | | | |
| TOTAL (not over 15 per cent of item M) | | | | | | | $ | | |
| **O. TOTAL NET INCOME ON WHICH INCOME TAX IS TO BE COMPUTED** (M minus N) | | | | | | | $209 | 699 | 12 |

CAUTION

Read all instructions.

Answer all questions.

If necessary, ask your Collector of Internal Revenue for assistance.

Form 1040 (Revised January, 1918)—UNITED STATES INTERNAL REVENUE

## INDIVIDUAL INCOME TAX RETURN FOR CALENDAR YEAR 1917

(Write plainly. Give name in full.)

Made by (or for) David W Griffith

Home address Hotel Alexandria or 4500 Sunset Blvd Los Angeles Cal

(Street and number or rural route.) (Post office and State.)

(IF NAME AND ADDRESS ARE FILLED IN AND EITHER IS INCORRECT, PLEASE CORRECT IT.)

(Do not write in this space.) RECEIVED

| LIST | | |
|---|---|---|
| Month | Page | Line |
| | | |

Audited by

1. Did you make a return for 1916? yes
2. If so, what address did you give on the return? Hotel Alexandria Los Angeles Cal
3. To what Collector's office was it sent? Los Angeles Cal (Give district or city and State.)
4. Were you on December 31, 1917, married and living with wife ~~(or husband)~~? yes
5. If not, were you head of a family as defined in instructions on page 1 under "Personal Exemption"? No
6. How many dependent children under 18 (or mentally or physically incapacitated for self-support) had you on December 31, 1917? None
7. If head of a family without dependent children, what was the relationship of those dependent upon you?
8. Did your wife ~~(or husband) or dependent children~~ derive income from sources independent of your own? Not known
9. If so, is such income included in this return? No
10. If not, was such income from a separate estate? No
11. If a separate return has been made by (or for) wife (or husband) or dependent child, give full name and address entered at head of that return Separate statement made by wife not known
12. If income of $800 or more received by wife (or husband) or dependent child is included in this return, give full name of each such person, and also address if different from that given at the head of this return None
13. What addresses other than those already entered on this return did you give to employers or other persons, firms, or corporations who paid you $800 or more income during 1917? 1476 Broadway New York City NY
14. Is this return made from books kept on other than a cash basis? No
15. If so, were such books audited by a public accountant?
16. By whom?
17. Is this return based on that accountant's report?

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 18. Total net income on which income tax is to be computed (item O) | $209 | 699 | 12 | 28. Normal tax of 2 per cent on amount of item 25 | $4 | 173 | 98 |
| 19. Less: Excess of interest received on obligations of United States issued since Sept. 1, 1917 (item E, total of column 7). | | | | 29. Additional normal tax of 2 per cent on amount of item 27 | 4 | 133 | 98 |
| 20. Dividends (item F, total of column 6) | | | | 30. Total normal tax | 8 | 307 | 96 |
| 21. Personal exemption (see instruction 3, page 1) | 1 | 000 | 00 | 31. Less tax withheld on tax-free-covenant bonds (2 per cent of net total of item G). | | | |
| 22. Total of items 19, 20, and 21 | $1 | 000 | 00 | 32. Balance of normal tax due | $8 | 307 | 96 |
| 23. Balance (item 18 minus item 22) | $208 | 699 | 12 | 33. Surtax (see table on page 1) | 44 | 888 | 67 |
| 24. Add excess of interest paid on indebtedness incurred for purchase of obligations of United States issued since Sept. 1, 1917 (item E, total of column 6). | | | | 34. Excess profits tax at rate of 8 per cent (see instruction 7, page 1) | 1 | 918 | 76 |
| 25. Amount subject to normal tax of 2 per cent under act Oct. 3, 1917 | $208 | 699 | 12 | 35. Excess profits tax on income from business with invested capital, as computed on excess profits tax return (Form 1101). | | | |
| 26. Less additional exemption | 2 | 000 | 00 | 36. Total of items 32, 33, 34, and 35 | $55 | 115 | 39 |
| 27. Amount subject to normal tax of 2 per cent under act Sept. 8, 1916 | $206 | 699 | 12 | 37. Additional assessments and penalties (if any) | $ | | |

I swear (~~or affirm~~) that this return, including the accompanying schedules (if any), to the best of my knowledge and belief, is a true and complete statement of all taxable gains, profits, and income received by me (Enter "me" or name of person for whom return is made.) during the year 1917, and that I am (Enter "I am," "he is," or "she is.") entitled to all deductions and exemptions entered or claimed herein.

(If return is made by an agent, the reason therefor must be stated on this line.)

Sworn to and subscribed before me this 18th day of March, 1918.

D W Griffith (Signature of individual or agent.)

E E Lanahan (Signature.) NOTARY PUBLIC, (Title.) (Address of agent.)

In and for the County of Los Angeles, State of California

My Commission Expires Dec. 4, 1921

MUSEUM OF MODERN ART FILM LIBRARY D. W. GRIFFITH COLLECTION

# INDIVIDUAL INCOME TAX RETURN FOR CALENDAR YEAR 1917

## INSTRUCTIONS

### 1. Persons Required to Make a Return of Net Income.

Every citizen of the United States, whether residing at home or abroad, and every person residing in the United States, though not a citizen thereof, whose net income for the calendar year 1917 (see Item O, page 4) amounted to $1,000 if the individual is single or does not live with wife (or husband) or $2,000 if he is married and lives with wife (or husband), is required to make a return.

If the combined income of husband and wife, living together, and dependent children equaled or exceeded $2,000, all such income must be reported, either on one return or on separate returns. Husband and wife should make separate returns if either is subject to surtax (see instruction 6).

Executors and administrators of the estates of deceased persons must make returns covering the part of the taxable year during which such persons were alive, and also returns for the estates during the period of settlement. If the income of a trust estate was distributed, the fiduciary should get a copy of Form 1041 and comply with the instructions thereon. If the income from a trust estate was not distributed, the fiduciary must make a return for the estate on this form.

Guardians must make returns for their wards. Duly authorized agents may make returns for persons who by reason of sickness or other disability or absence from the United States are unable to make their own returns.

### 2. Income Exempt from Tax.

The following kinds of income need not be reported on this return:

(*a*) Proceeds of life-insurance policies paid to individual beneficiaries upon the death of the insured.

(*b*) The amount received by the insured as a return of premium or premiums paid by him under life insurance, endowment, or annuity contracts, either during the term or at the maturity of the term mentioned in the contract, or upon the surrender of the contract.

(*c*) The value of property acquired by gift, bequest, devise, or descent (but the income from such property shall be included as income).

(*d*) Interest upon the obligations of a State or any political subdivision thereof.

(*e*) Interest upon the obligations of the United States, except, in the case of such obligations issued since September 1, 1917, upon the amount by which an individual's holdings exceed $5,000 par value.

(*f*) Interest upon obligations of the possessions of the United States.

(*g*) Interest upon securities issued under the provisions of the Federal Farm Loan Act of July 17, 1916.

(*h*) The compensation of all officers and employees of a State, or any political subdivision thereof, except when such compensation is paid by the United States Government.

### 3. Personal Exemption.

A single person or a married person not living with wife or husband and having no dependents is entitled to a personal exemption of $1,000.

A married person living with wife or husband, or a head of a family, is entitled to a personal exemption of $2,000, plus $200 for each child dependent upon him or her, if under 18 years of age or incapable of self-support because mentally or physically defective.

A "head of family" is a person who in accordance with some moral or legal obligation actually supports and maintains one or more individuals closely related to him or her by blood, marriage, or adoption.

The amount by which the net income exceeds the foregoing exemption is subject to a normal tax of 2 per cent under the act of October 3, 1917. A further exemption of $2,000 is allowed before computing the normal tax of 2 per cent imposed by the act of September 8, 1916.

If a husband and wife make separate returns, their total exemption may be claimed by either (but not by both), or it may be divided between them.

The exemption is determined by the individual's status on December 31, 1917. A deceased individual's exemption is determined by his status at the time of his death.

An estate or trust paying income tax is entitled to an exemption of $1,000.

### 4. Tax Withheld at Source.

No credit should be claimed in this return for tax withheld on any income except 2 per cent of the interest on tax-free-covenant bonds (see Item 31, page 4). If tax on any other income has been withheld (except from nonresident aliens), the law provides that it shall be paid over by the withholding agent to the person from whom it was withheld.

### 5. Basis of Return of Income.

This return must show the income actually received and expenses actually paid during the year, unless the taxpayer keeps accounts (available for examination by internal revenue officers) showing income accrued and expenses incurred.

### 6. Surtax.

If your total net income (Item O, page 4) exceeds $5,000 you are subject to a surtax on the amount of net income in excess of $5,000 at a rate dependent on the amount of your total net income. To compute the amount of surtax, use the table and instructions at the bottom of this page.

### 7. Excess Profits Taxes.

If your net income reported under A on page 3 exceeded $6,000, you are subject to an excess profits tax at the rate of 8 per cent on the amount by which the net total under A exceeds $6,000.

If your total net income from all sources exceeded $6,000 and you received any income from a trade or business with invested capital, you should get a copy of the excess profits tax return (Form 1101), and calculate the amount of your tax, if any, as directed therein.

Enter the amounts of your excess profits taxes, if any, as Items 34 and 35, page 4, and their total as Item L, page 4.

For further instructions, see the Excess Profits Tax Regulations.

### 8. Affidavit.

The affidavit must be executed by the person whose income is reported unless he is a minor or unless he is ill, absent from the country, or otherwise incapacitated, in which case an agent may execute the affidavit.

The oath will be administered without charge by any collector or deputy collector of internal revenue or (if you are in the military or naval service of the United States) by any military or naval officer who is authorized to administer oaths for purposes of military or naval justice and administration. If you are not in the military or naval service and an internal revenue officer is not available, the return should be sworn to before a notary public, justice of the peace, or other person authorized to administer oaths.

It is not necessary to show the statement of net income or of tax due to the officer who administers the oath.

### 9. What Form Should be Used.

An individual whose net income for 1917 did not exceed his personal exemption by more than $2,000, and also did not exceed $5,000, may use the smaller return form (1040–A) instead of this form (1040). For copies of Form 1040–A or additional copies of Form 1040, inquire of your collector of internal revenue or at your post office or bank.

### 10. When the Return Must be Made.

This return must reach the collector's office on or before March 1, 1918.

The collector of internal revenue may, in case of sickness or absence of the individual, grant an extension of time not exceeding 30 days from March 1, 1918, provided a written application therefor is made within the period for which such extension may be granted.

The Commissioner of Internal Revenue is authorized to grant a reasonable extension of time for any reason he considers adequate.

### 11. Where the Return Should be Sent.

The return should be delivered or mailed to the collector of internal revenue for the district in which the individual resides.

If the individual has no residence in the United States the return should be sent to the collector for the district in which his principal business is carried on in the United States.

If the individual has neither residence nor place of business in the United States, the return should be sent to the collector of internal revenue at Baltimore, Md.

It is suggested that a copy of the return be retained.

### 12. When and to Whom Tax Must be Paid.

You may pay your tax by sending cash, check, or money order with this return to the collector of internal revenue.

You must pay it on or before June 15, 1918, to the collector to whom the return is sent.

### 13. Information at Source.

Every individual, firm, or corporation who during 1917 paid to another person salary, wages, interest, commissions, rentals, etc., of $800 or more, is required to make a true and accurate return to the Commissioner of Internal Revenue showing the nature and source of such payments and the name and address of the person receiving them. Forms for reporting such information will be furnished by any collector of internal revenue.

### TABLE FOR COMPUTATION OF SURTAX ON NET INCOME (Item O, Page 4) IN EXCESS OF $5,000.

#### INSTRUCTIONS.

To compute amount of surtax due on any amount of net income in excess of $5,000: First, find in Column A the largest sum which is less than the amount of the total net income reported on the return; then find in Column E the corresponding amount of total surtax. To this amount add an amount computed as follows:

Subtract from the net income the sum found in Column A and multiply the remainder by the rate shown on the next line below in Column C.

The sum of these two amounts is the total surtax due.

For example, the surtax on a net income of $22,500 is computed below:

| | |
|---|---|
| 1. Largest sum in Column A which is less than the amount of the total net income | *$20,000* |
| 2. Total surtax thereon shown in Column E | *500* |
| 3. Remainder of net income after subtracting Item 1, above | *2,500* |
| 4. Surtax on this remainder at rate (*8%*) shown in Column C on line below that from which Item 1 was taken | *200* |
| 5. Total surtax due (sum of Items 2 and 4) | *700* |

| Amount of net income. | Amount subject to surtax at rate shown in Column C. | Rate. | Amount of surtax at each rate. | Total surtax on each amount. |
|---|---|---|---|---|
| A | B | C | D | E |
| $5,000 | $ 000 | 0% | $ 00 | $ 00 |
| 7,500 | 2,500 | 1% | 25 | 25 |
| 10,000 | 2,500 | 2% | 50 | 75 |
| 12,500 | 2,500 | 3% | 75 | 150 |
| 15,000 | 2,500 | 4% | 100 | 250 |
| 20,000 | 5,000 | 5% | 250 | 500 |
| 40,000 | 20,000 | 8% | 1,600 | 2,100 |
| 60,000 | 20,000 | 12% | 2,400 | 4,500 |
| 80,000 | 20,000 | 17% | 3,400 | 7,900 |
| 100,000 | 20,000 | 22% | 4,400 | 12,300 |
| 150,000 | 50,000 | 27% | 13,500 | 25,800 |
| 200,000 | 50,000 | 31% | 15,500 | 41,300 |
| 250,000 | 50,000 | 37% | 18,500 | 59,800 |
| 300,000 | 50,000 | 42% | 21,000 | 80,800 |
| 500,000 | 200,000 | 46% | 92,000 | 172,800 |
| 750,000 | 250,000 | 50% | 125,000 | 297,800 |
| 1,000,000 | 250,000 | 55% | 137,500 | 435,300 |
| 1,500,000 | 500,000 | 61% | 305,000 | 740,300 |
| 2,000,000 | 500,000 | 62% | 310,000 | 1,050,300 |
| Over 2,000,000 | | 63% | | |

#### COMPUTATION.

| | |
|---|---|
| 1. Largest sum in Column A which is less than the amount of the total net income | $ ~~10,000.00~~ 900,000.00 |
| 2. Total surtax thereon shown in Column E | $ ~~75.00~~ 4,300.00 |
| 3. Remainder of net income after subtracting Item 1, above | $ 9699.17 |
| 4. Surtax on this remainder at rate shown in Column C on line below that from which Item 1 was taken | $ 3588.67 |
| 5. Total surtax due (sum of Items 2 and 4) | $ ~~3663.67~~ 7888.67 |

This total (Item 5) should be entered as Item 33, page 4.

## PENALTIES.

2—4185

**For failing to make return on time.**—Not less than $20 nor more than $1,000, and, in addition, 50 per cent of the amount of tax due.

**For making false or fraudulent return.**—Not exceeding $2,000 or not exceeding one year's imprisonment, or both, in the discretion of the court, and 100 per cent of the tax due.

**For failing to pay tax on time.**—Five per cent of the amount of tax due and 1 per cent interest for each full month during which the tax remains unpaid.

**This return must reach the Collector of Internal Revenue at _____, or his deputy, on or before MARCH 1, 1918.**

# DETAILS OF TAXABLE INCOME

**All income must be reported gross, except income received from partnerships or through fiduciaries, which should be reported net.**

Income of any kind amounting to $800 or more received from any one source, or any income regardless of amount received from a partnership or through a fiduciary, should be reported separately, together with the name and address of the person, association, corporation, partnership, or fiduciary from whom received.

Your share of partnership profits should be reported under H, page 4, except the part of such profits which was originally derived (1) from interest on obligations of the United States issued since September 1, 1917, held by the partnership in excess of $5,000 par value (to be entered under E); (2) from dividends on stock of domestic and resident corporations (to be entered under F); and (3) from interest on securities not subject to Federal income tax.

If the partnership's fiscal year differs from the calendar year so that a part of the fiscal year fell within the calendar year 1916, a proportionate part of your share of the partnership profits for the fiscal year (with the exceptions noted), assignable to the calendar year 1916, should be entered under H in the column for deductions, and the balance in the final column. The total of these two amounts should be entered in the column for "Gross income." For normal tax, partnership profits assignable to 1916 but received in 1917 should be added to item 27, page 4. For surtax, they should be added to dividends (if any) accumulated in 1916, and treated as directed for such dividends under F, below. Dividends received through a partnership should be reported (like other dividends) under F for the year in which accumulated, regardless of the fiscal year of the partnership.

If income reported on this return was received by wife (or husband), or child, enter it in the same manner as your own income and write the word "wife," "husband," or "child," on the line on which the income is reported.

**If this form has not space enough for all entries, make additional entries on a separate sheet of paper and attach it securely to page 3 or 4.**

## A. INCOME FROM SALARIES, WAGES, COMMISSIONS, BONUSES, DIRECTORS' FEES, AND PENSIONS, AND FROM PROFESSIONS.

Salaries, wages, etc., paid by States or political subdivisions thereof and gifts not forming part of your compensation for services rendered should not be reported.

Expenses charged against your compensation or professional income should be explained on the blank lines marked "Explanation of deductions."

State whether the salaries, etc., were received by yourself, wife (or husband), or child.

Brokers and commission merchants should report their income under B if they buy and sell on their own account, advance money to their customers, or in any way use more than a nominal capital in their business.

## B. INCOME FROM BUSINESS (INCLUDING FARMING).

Report income under B only if you are engaged in farming or in business for yourself. Do not report here your share of partnership profits.

Report under C sales of land, buildings, equipment, stocks, bonds, and other property not connected with your regular business, and sales of your business plant and equipment.

If you have a complete profit and loss statement, showing all the information called for under "Cost of goods sold" and "Other business deductions," you may attach it to page 3 of this return and enter the amount of net income under B, page 3.

**Gross sales and income from business services.**—Individuals deriving income from the sale of merchandise or of products of farming, manufacturing, mining, or construction should report the total amount of such sales, less any discounts or allowances from the sale price. Income from business services such as transportation, storage, etc., carried on with invested capital, should also be reported here.

**Cost of goods sold.**—If you make inventories of merchandise or securities, state under "Explanations" the basis on which such inventories are made; that is, whether (a) at cost or (b) at cost or market value, whichever is lower.

If in your books of account you **do not** regularly inventory unsold goods or securities on hand, make no entries referring to inventories, but use one of the following methods:

(1) Report as cost of goods sold the total cost of goods purchased or produced during the year. This method may be used by manufacturers and dealers in merchandise, but not by dealers in real estate or securities.

(2) Report the cost of the particular articles sold during the year, in accordance with the instructions under C. This method may be used by dealers in real estate and securities.

**Taxes.**—See instructions under J, below.

**Repairs.**—Ordinary repairs, required to keep property in usable condition, are deductible. Replacements, on the other hand, may not be deducted, unless no deduction for wear and tear or depreciation has been claimed. Expenditures for permanent improvements are not deductible under this or any other heading.

This item should be explained in the table at the bottom of page 3.

**Wear and tear.**—A deduction may be claimed on account of wear and tear or depreciation during the year of property used exclusively in business or trade, only to the extent that such wear and tear or depreciation is not covered by deductions claimed in this return or in previous returns for repairs, replacements, and losses. The amount claimed for wear and tear or depreciation should not exceed the original cost of the property divided by its total estimated life in years. When the amount of depreciation allowed equals the cost of the property, no further claim should be made.

Do not claim any deduction for depreciation in the value of a building occupied by the owner as his dwelling, or of other property held for personal use. Do not claim any deduction for depreciation of real estate (exclusive of improvements thereon), nor for depreciation of stocks, bonds, and other securities.

This item should be explained in the table at the bottom of page 3.

**Depreciation of patents, copyrights, etc., and depletion of mines, etc.**—If you wish to claim a deduction on account of depreciation in the value of patents, copyrights, franchises, and other legal privileges, or on account of depletion of mines and oil and gas wells, see paragraphs 7 and 8, section 5a, of the act of September 8, 1916, and the regulations thereunder, or communicate with your collector of internal revenue.

**Property losses.**—Report only losses of property used in your business or trade from fire, storm, shipwreck, or other casualty, or theft, not covered by insurance and not offset by repairs or replacements reported. The property lost should be valued at cost less depreciation to date of loss.

Any such losses of property not used in your business, such as your dwelling or household furniture, should be reported under J, "Other deductions," on page 4.

Do not report any losses for which a claim against an insurance company is pending. Wait until the claim is settled and deduct from the cost of the property, less depreciation, the amount of insurance collected. Report the net loss, if any, in the return of income for the year in which the settlement by the insurance company is made.

This item should be explained in the table at the bottom of page 3.

**Bad debts.**—Report only debts which you have ascertained to be worthless and have charged off during the year.

A bad debt offsetting income accrued since March 1, 1913, will not be allowed as a deduction unless the amount was reported as income for the year in which the debt was created.

State under "Explanations" how the debts were ascertained to be worthless. Insolvency of the debtor, inability to collect by legal proceedings, or inability of debtor to pay, ascertained by a mercantile agency, would be a sufficient indication of worthlessness.

If at any future time a debt charged off as worthless and allowed as a deduction is collected the amount collected must be returned as income for the year in which received.

Unpaid debts are not deductible if made good by recovery of property sold or retention of property pledged.

Bad debts arising out of personal loans should be reported under J, "Other deductions."

**Other expenses.**—Do not include any personal, living, or family expenses.

Do not deduct interest on your own investment in your business or farm, or salary for your own services or services of your family, unless these items are entered as income elsewhere in this return or in other returns.

## C. PROFITS FROM SALE OF REAL ESTATE, STOCKS, BONDS, AND OTHER PROPERTY.

Sales connected with your regular business should be reported under B, unless they would thereby become confused with sales of merchandise whose cost is computed by a different method (see "Cost of goods sold," under B, above).

If the profits or losses on sales made through any one broker aggregated $800 or more, report the transactions on a separate line with the name and address of the broker.

**Kind of property.**—Describe the property as definitely as you can in a word or two, as "farm," dwelling," "stocks," "bonds," etc.

**Cost.**—If the property was acquired before March 1, 1913, report the estimated market value on that date instead of the cost and explain the basis of your estimate.

Expenses incidental to the purchase of property may be included in the cost if never claimed in income-tax returns as a deduction from income.

**Losses.**—If total cost of all property sold exceeded total sale price, the loss will **not** be allowed as a deduction unless the sales out of which the loss arose were connected with your regular business. If a deduction is claimed on account of losses reported under C, explain what connection the sales had with your regular business and enter the amount of the loss under J, "Other deductions."

## D. INCOME FROM RENTS AND ROYALTIES.

**Kind of property.**—Describe briefly, as "farm," dwelling," "mine," and also state kind of material of which buildings (if any) are constructed, as "brick" or "wood."

**Amount of rent.**—If tenant rents your farm on a cash rental basis, state the amount of the rent, whether paid in cash or in crops. If he works it on shares, report your share as income in your return for the year in which it is sold.

**Repairs, wear and tear, and property losses.**—See instructions relating to repairs, wear and tear, depreciation of patents, copyrights, etc., depletion of mines, etc., and property losses under B above.

## E. INTEREST ON BONDS AND OTHER OBLIGATIONS OF THE UNITED STATES ISSUED SINCE SEPTEMBER 1, 1917.

**Exemption.**—No return should be made of interest on any amount of such obligations up to and including $5,000, par value, owned by one individual. The benefit of this exemption may be claimed in this return not only on behalf of the individual making this return, but also on behalf of wife, husband, or any member of the family owning such obligations whose income has been included in this return.

**Interest paid.**—If indebtedness has been incurred for the purchase of such obligations, find what percentage the amount of such obligations held in excess of $5,000 is of the total amount of such obligations held, and enter in column 5 the same percentage of the interest paid on the indebtedness.

## F. DIVIDENDS ON STOCK OF CORPORATIONS ORGANIZED OR OPERATING IN THE UNITED STATES AND SUBJECT TO INCOME TAX.

Dividends which were paid out of profits or surplus accumulated by the distributing corporation prior to the year for which this return is made but not prior to March 1, 1913, should be reported under the year in which the profits or surplus was accumulated.

The amount of dividends paid out of profits or surplus accumulated in 1916 is subject to surtax at the rate or rates imposed by the act of September 8, 1916, on a corresponding amount of income in excess of the amount of Item O, page 4.

The sum of the amounts accumulated from March 1, 1913, to December 31, 1915, is subject to surtax at the rate or rates imposed by the act of October 3, 1913, on a corresponding amount of income in excess of the sum of Item O and the amount accumulated in 1916.

The amount of these surtaxes should be computed and entered on line 37, page 4. Otherwise an additional assessment will be made by the Commissioner of Internal Revenue.

## G. INTEREST ON TAX-FREE-COVENANT BONDS ON WHICH ONE NORMAL TAX OF 2 PER CENT WAS WITHHELD AT SOURCE.

Report under G interest received on bonds of corporations organized or doing business in the United States, containing a clause by which the debtor corporation agrees to pay the interest without any deduction for taxes, provided exemption from withholding of the tax and payment thereof at the source was not claimed with respect to such interest. If exemption was claimed, the interest received must be reported under H, "Other income," on page 4.

## H. OTHER INCOME.

Report under H interest received on bank deposits, notes, mortgages, etc., and all other income that is not reported elsewhere on this return, with the exceptions stated in instruction 2, page 1.

State each kind of income separately. (See also instructions at top of page.)

**Income received from partnerships or through fiduciaries.**—If taxable income other than that falling under E and F was received from a partnership or if taxable income other than that falling under E, F, and G was received through a fiduciary, enter the name of the partnership or fiduciary and the amount received on a separate line.

**Deductions, if any.**—Explain expenses claimed as deductions on any vacant lines or on a separate sheet of paper (to be attached securely to page 3 or 4 of the return).

## J. GENERAL DEDUCTIONS.

**Interest.**—Interest on personal indebtedness is deductible except on indebtedness incurred for the purchase of obligations or securities the interest on which is exempt from taxation as income.

**Taxes.**—Do not report inheritance taxes, Federal income taxes, or taxes specially assessed for local improvements or betterments, such as roads, streets, sidewalks, sewers, etc.

Excess profits taxes, if any, should not be included under J, but should be reported as Item L, and also as Items 34 and 35, page 4.

**Other deductions.**—Do not include your personal exemption, which should be entered on line 21, page 4, or any personal, living, or family expenses.

If you wish to claim a deduction on account of losses of personal property or bad debts arising out of personal loans, see instructions under B, "Property losses," and "Bad debts."

If a net loss is reported under B, D, or H, or if an excess of interest paid is reported under E (in column 6), it may be claimed as a deduction. If a net loss reported under C is claimed as a deduction, explain how the transactions were connected with your business.

## N. CONTRIBUTIONS.

The following are deductible: Contributions or gifts actually made within the year to corporations or associations organized and operated exclusively for religious, charitable, scientific, or educational purposes, or to societies for the prevention of cruelty to children or animals, no part of the net income of which inures to the benefit of any private stockholder or individual, to an amount not in excess of 15 per cent of your taxable net income as computed without deducting such contributions. Contributions to individuals are not deductible.

D. W. GRIFFITH COLLECTION MUSEUM OF MODERN ART FILM LIBRARY

3/28/18

(SEE INSTRUCTIONS ON PAGE 2 UNDER CORRESPONDING HEADINGS)

# DETAILS OF TAXABLE INCOME (INCLUDING INCOME OF WIFE (OR HUSBAND) AND DEPENDENT CHILDREN, IF NOT REPORTED ON SEPARATE RETURNS)

WRITE "NONE" IN EACH BLOCK IN WHICH YOU HAVE NO INCOME TO REPORT



## A. INCOME FROM SALARIES, WAGES, COMMISSIONS, BONUSES, DIRECTORS' FEES, AND PENSIONS, AND FROM PROFESSIONS.

| 1. By whom received. | 2. Occupation or profession. | 3. Name and address of employer or (if practicing a profession) office address. | 4. Gross income. | 5. Deductions, if any. | |
|---|---|---|---|---|---|
| Self | Director | Majestic Motion Picture Co 4500 Sunset Blvd L.A. | $ 9 000 00 | $ 1 015 48 | |
| " | Vice Pres | Epoch Pro Corp 1476 Broadway NY City | 5 200 00 | | |
| " | Director | David W. Griffith Agt Artcraft Picture Corpn 4500 Sunset Blvd | 15 000 00 | | |
| " | Manager | Mark Producing Corp 1476 Broadway NY City | 1 800 00 | | |
| | | NET INCOME FROM SALARIES, ETC. (total column 4 minus total column 5) | $ 31 000 00 | $ 1 015 48 | $ 29 984 52 |

Explanation of deductions: Legal Service for business enterprise

## B. INCOME FROM BUSINESS (INCLUDING FARMING).

Kind of business: Orange and Lemon Grove  Business address: 4500 Sunset Blvd L.A. Cal

GROSS SALES and income from business services: Oil well and other 2nd hand equipment less cost of Directory — $ 6 037 93

| COST OF GOODS SOLD: | | OTHER BUSINESS DEDUCTIONS: | |
|---|---|---|---|
| Labor | $ | Salaries and wages not reported as "Labor" under "Cost of Goods Sold" | $ 4 574 76 |
| Materials and supplies | | Rent | |
| Merchandise bought for sale | | Interest on business indebtedness | |
| Other costs | | Taxes on business and business property | |
| | | Repairs, wear and tear, and property losses (To be explained in table at bottom of page.) | |
| | | Bad debts arising from sales (see instructions) | |
| PLUS inventories at beginning of year | | Other expenses (specify) Repairs Irrigation Motor fuel etc. | 1 832 30 |
| TOTAL | $ | | |
| LESS inventories at end of year | | | |
| NET COST OF GOODS SOLD | $ | TOTAL OTHER BUSINESS DEDUCTIONS | $ 6 407 06 |

NET COST OF GOODS SOLD PLUS TOTAL OTHER BUSINESS DEDUCTIONS — $

NET INCOME FROM BUSINESS (INCLUDING FARMING): Loss — $ 6 407 06

Explanations: Sales reported are gross receipts of sales of 2nd hand equipment sold. No other income has been rec'd from farm as it is in state of development. Deductions are gross maintenance chgs

## C. PROFITS FROM SALE OF REAL ESTATE, STOCKS, BONDS, AND OTHER PROPERTY.

| 1. Kind of property. | 2. Year acquired. | 3. Name and address of purchaser or broker. | 4. Sale price. | 5. Original cost or market value March 1, 1913. | 6. Cost of subsequent improvements, if any. | 7. Depreciation previously allowed. |
|---|---|---|---|---|---|---|
| Stocks | 1915 | Triangle Film Distributing Co 1457 Broadway NY City | $ 75 000 00 | $ | $ 1 500 00 | $ |
| " | 1914 | Majestic Motion Picture Corp " " | 13 156 00 | | | |
| Certificate | 1917 | S. Lynch " " | 23 943 60 | | | |
| TOTALS | | | $ 112 099 60 | $ | $ 1 500 00 | $ |

NET PROFIT FROM SALES (total of columns 4 and 7 minus total of columns 5 and 6) — $ 110,599.60

Explanations: $1500. Subsequent cost represents cost of bond given for sale of Lost certificate of stock

## D. INCOME FROM RENTS AND ROYALTIES.

| 1. Kind of property. | 2. Name and address of tenant or lessee. | 3. Amount of rent and royalties. | 4. Repairs, wear and tear, and property losses. | 5. Interest. | 6. Taxes. | 7. Other expenses. |
|---|---|---|---|---|---|---|
| Picture rights | Epoch Prod Corp 1476 Bway NY City | $ 68 920 70 | $ | $ | $ | $ 1 800 00 |
| " " | Wm H. Plum 643 So Olive St L.A. Cal | 4 000 00 | | | | |
| TOTALS | | $ 72 920 70 | $ | $ | $ | $ 1 800 00 |

$1800 - NET INCOME FROM RENTS AND ROYALTIES (total of column 3 minus total of columns 4, 5, 6, and 7) — $ 71120.70

Explanations: Share of Royalties paid to another

## E. INTEREST ON BONDS AND OTHER OBLIGATIONS OF THE UNITED STATES ISSUED SINCE SEPTEMBER 1, 1917.

| 1. If not received directly state name and address of partnership or fiduciary through whom received. | 2. Amount of bonds or certificates. | 3. Interest received on amount in excess of $5,000. | 4. Indebtedness incurred for purchase of bonds or certificates. | 5. Interest paid on proportionate part of such indebtedness. | 6. Excess of interest paid, if any. | 7. Excess of interest received, if any. |
|---|---|---|---|---|---|---|
| | $ | $ | $ | $ | $ | $ None |
| TOTALS [Include total of column 7 (if any) in total net income on page 4. Enter total of column 6 (if any) under J, "Other deductions," on page 4.] | | $ | | $ | $ | $ |

## F. DIVIDENDS ON STOCK OF CORPORATIONS ORGANIZED OR OPERATING IN THE UNITED STATES AND SUBJECT TO INCOME TAX.

| 1. If not received directly state name of partnership or fiduciary through whom received. | 2. Accumulated in 1913. | 3. Accumulated in 1914. | 4. Accumulated in 1915 | 5 Accumulated in 1916. | 6. Accumulated in 1917. |
|---|---|---|---|---|---|
| | $ | $ | $ | $ | $ None |
| TOTALS (include total of column 6 only in total net income on page 4) | $ | $ | $ | $ | $ |

## EXPLANATION OF REPAIRS, WEAR AND TEAR (DEPRECIATION), AND LOSSES OF BUSINESS OR RENTAL PROPERTY, AND DEPLETION OF MINES, ETC.

| Refer to "A," "B," or "D," above. | 2. Kind of property. (If buildings, state also material of which constructed.) | 3. Year acquired. | 4. Cost of buildings or other property. | 5. Repairs not covered by claims for wear and tear or losses. | Wear and tear (depreciation) and depletion charged off. 6. Rate. | 7. Amount previous years. | 8. Amount this year. | Losses not covered by insurance. 9. Cause of loss. | 10. Amount of loss. |
|---|---|---|---|---|---|---|---|---|---|
| | | | $ | $ | | $ | $ | | $ None |

D. W. GRIFFITH COLLECTION MUSEUM OF MODERN ART FILM LIBRARY

2—4185

62

## DETAILS OF TAXABLE INCOME (Concluded)

(SEE INSTRUCTIONS ON PAGE 2 UNDER CORRESPONDING HEADINGS)

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| TOTAL NET INCOME FROM SOURCES A, B, C, D, E, AND F, REPORTED ON PAGE 3 | | | | | | | 211 | 704 | 82 |
| **G. INTEREST ON TAX-FREE-COVENANT BONDS** (on which one normal tax of 2 per cent was withheld at source). | 1. Gross income. | | | 2. Deductions, if any. | | | | | |
| | $ | | | $ | | | | | |
| NET INTEREST ON TAX-FREE-COVENANT BONDS (total column 1 minus total column 2) | $ | | | $ | | | $ | | |
| **H. OTHER INCOME** (including income from partnerships and fiduciaries, except that reported under E, F, and G). | 1. Gross income. | | | 2. Deductions, if any. | | | | | |
| Interest on bonds and other obligations of domestic and resident corporations (except as entered under G) | $ | 150 | 00 | $ | 125 | 00 | $ | | |
| Interest on bonds of foreign countries and corporations and dividends on stock of foreign corporations | | | | | | | | | |
| Interest on notes, bank deposits, mortgages (except of corporations), and all other interest | | 599 | 42 | | | | | | |
| | | 749 | 42 | | 125 | 00 | | 624 | 42 |
| **I. TOTAL NET INCOME FROM ALL SOURCES** | | | | | | | $ 212 | 329 | 24 |
| **J. GENERAL DEDUCTIONS NOT REPORTED ON PAGE 3 OR ABOVE (EXCEPT CONTRIBUTIONS—SEE N BELOW).** | | | | | | | | | |
| Interest on personal indebtedness | | | | $ | 120 | 00 | | | |
| Taxes on dwelling and personal property, and other taxes not reported above (see instructions on page 2) | | | | | 591 | 36 | | | |
| Other deductions, except contributions (explain) | | | | | | | | | |
| TOTAL GENERAL DEDUCTIONS, EXCEPT CONTRIBUTIONS | | | | | | | $ | 711 | 36 |
| **K. TOTAL NET INCOME (WITHOUT DEDUCTING EXCESS PROFITS TAXES OR CONTRIBUTIONS)** | | | | | | | $ 211 | 617 | 88 |
| **L. LESS EXCESS PROFITS TAXES, IF ANY, FOR 1917** (see instructions on page 1 under "Excess profits taxes") | | | | | | | 1 | 918 | 76 |
| **M. TOTAL NET INCOME (WITHOUT DEDUCTING CONTRIBUTIONS)** (K minus L) | | | | | | | $ 209 | 699 | 12 |
| **N. CONTRIBUTIONS TO CHARITABLE ORGANIZATIONS, ETC.** (Enter below name and address of each organization and amount paid to each.) | | | | | | | | | |
| | $ | | | $ | | | | | |
| TOTAL (not over 15 per cent of item M) | | | | | | | $ | | |
| **O. TOTAL NET INCOME ON WHICH INCOME TAX IS TO BE COMPUTED** (M minus N) | | | | | | | $ 209 | 699 | 12 |

CAUTION

Read all instructions.

Answer all questions.

If necessary, ask your Collector of Internal Revenue for assistance.

Form 1040 (Revised January, 1918)—UNITED STATES INTERNAL REVENUE

# INDIVIDUAL INCOME TAX RETURN FOR CALENDAR YEAR 1917

(Write plainly. Give name in full.)

*Made by (or for)* David N. Griffith

*Home address* Hotel Alexander 4500 Sunset Blvd L A Cal

(Street and number or rural route.) (Post office and State.)

(IF NAME AND ADDRESS ARE FILLED IN AND EITHER IS INCORRECT, PLEASE CORRECT IT.)

(Do not write in this space.) RECEIVED

| LIST | | |
|---|---|---|
| Month | Page | Line |
| | | |

Audited by

1. Did you make a return for 1916? Yes
2. If so, what address did you give on the return? Hotel Alexander L.A. Cal
3. To what Collector's office was it sent? L.A. Calif (Give district or city and State.)
4. Were you on December 31, 1917, married and living with wife (or husband)? Yes No
5. If not, were you head of a family as defined in instructions on page 1 under "Personal Exemption"?
6. How many dependent children under 18 (or mentally or physically incapacitated for self-support) had you on December 31, 1917? None
7. If head of a family without dependent children, what was the relationship of those dependent upon you?
8. Did your wife (or husband) or dependent children derive income from sources independent of your own? Not Known
9. If so, is such income included in this return? No
10. If not, was such income from a separate estate? No
11. If a separate return has been made by (or for) wife (or husband) or dependent child, give full name and address entered at head of that return Separate statement made by wife not known
12. If income of $800 or more received by wife (or husband) or dependent child is included in this return, give full name of each such person, and also address if different from that given at the head of this return None
13. What addresses other than those already entered on this return did you give to employers or other persons, firms, or corporations who paid you $800 or more income during 1917? 1476 Broadway New York City NY
14. Is this return made from books kept on other than a cash basis?
15. If so, were such books audited by a public accountant?
16. By whom?
17. Is this return based on that accountant's report?

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 18. Total net income on which income tax is to be computed (item O) | $ 209 | 699 | 12 | 28. Normal tax of 2 per cent on amount of item 25 | $ 4 | 173 | 98 |
| 19. Less: Excess of interest received on obligations of United States issued since Sept. 1, 1917 (item E, total of column 7). | | | | 29. Additional normal tax of 2 per cent on amount of item 27 | 4 | 133 | 98 |
| 20. Dividends (item F, total of column 6) | | | | 30. Total normal tax | 8 | 307 | 96 |
| 21. Personal exemption (see instruction 3, page 1) | 1 | 000 | 00 | 31. Less tax withheld on tax-free-covenant bonds (2 per cent of net total of item G). | | | |
| 22. Total of items 19, 20, and 21 | $ 1 | 000 | 00 | 32. Balance of normal tax due | $ 8 | 307 | 96 |
| 23. Balance (item 18 minus item 22) | $ 208 | 699 | 12 | 33. Surtax (see table on page 1) | 44 | 888 | 67 |
| 24. Add excess of interest paid on indebtedness incurred for purchase of obligations of United States issued since Sept. 1, 1917 (item E, total of column 6). | | | | 34. Excess profits tax at rate of 8 per cent (see instruction 7, page 1) | 1 | 918 | 76 |
| 25. Amount subject to normal tax of 2 per cent under act Oct. 3, 1917 | $ 208 | 699 | 12 | 35. Excess profits tax on income from business with invested capital, as computed on excess profits tax return (Form 1101). | | | |
| 26. Less additional exemption | 2 | 000 | 00 | 36. Total of items 32, 33, 34, and 35 | $ 55 | 115 | 39 |
| 27. Amount subject to normal tax of 2 per cent under act Sept. 8, 1916 | $ 206 | 699 | 12 | 37. Additional assessments and penalties (if any) | $ | | |

I swear (or affirm) that this return, including the accompanying schedules (if any), to the best of my knowledge and belief, is a true and complete statement of all taxable gains, profits, and income received by me (Enter "me" or name of person for whom return is made.) during the year 1917, and that I am (Enter "I am," "he is," or "she is.") entitled to all deductions and exemptions entered or claimed herein.

(If return is made by an agent, the reason therefor must be stated on this line.)

Sworn to and subscribed before me this 28th day of March, 1918.

(Signature of individual or agent.)

(Signature.) (Title.) (Address of agent.)

Form 1204

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT 217 WEST 17TH ST., CHEYENNE, WYO. ALWAYS OPEN

158 D CN 46 BLUE

SI NEWYORK NY 620P MAR 29 1918

D W GRIFFITH  Blue 73093

CARE PULLMAN CONDR U P TRAIN 8 EASTBOUND DUE 730 AM

30TH CHEYENNE WYO

ZUCKER DESIRES TO SEE YOU IMMEDIATELY UPON YOUR ARRIVAL NY

SUGGEST YOU MEET HIM HIS OFFICE TWELVE NOON MONDAY HE

IS ON THE JURY AND HAS BEEN EXCUSED ESPECIALLY TO

SEE YOU ON IMPORTANT MATTERS PLEASE WIRE ME STATING WHETHER

YOU WISH TO KEEP APPOINTMENT REGARDS

J J MCCARTHY

531PM

Income Reports,

March 30th 1918.

Commissioner of Internal Revenue,
Sorting Division,
Washington, D. C.

Sir:

Enclosed herewith please find information return and reports of income thereto attached of the David W. Griffith Corporation and of Albert H. T. Banzhaf.

I am also enclosing herewith reports of income of Mae W. Marsh, who through error executed the information return and sent same to the Collector for the Third District, New York. If the information return is sent back to her by the Collector, the same will be immediately forwarded to you.

Respectfully,

R

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT 1321 FARNAM STREET, OMAHA, NEBR. ALWAYS OPEN.

1918 MAR 30 PM 5 2

A644CH 27

CV NEWYORK NY 557P 30

1102

D W GRIFFITH

LOSANGELES LTD TRAIN NO EIGHT EAST BOUND DUE OMAHA NEBR 955P

BE SURE AND SEE THAT FILM IS ON SAME TRAIN WITH YOU WHEN LEAVING CHICAGO AS UNDERSTAND THERE IS FORTY EIGHT HOUR DELAY WITH BAGGAGE IN CHICAGO

GREY.

67

March 30th 1918

Charles V. Duffy, Esq.,
Collector, Internal Revenue,
Newark, New Jersey:

Dear Sir:

Enclosed herewith please find Corporation Income Tax return of the D.W.G. Corporation and also Corporation Excess Profits Tax return of the same corporation with copies of balance sheets thereto attached, both of which returns are duly executed.

Respectfully

R
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

( D.W.Griffith)

New York, March 31st 1918.

D.W.Griffith (Assigned D.W.G.Corporation)

To Epoch Producing Corporation

---

| | |
|---|---|
| 37½% of $41,729.71, Income for March 1918, as per Treasurer's Report, | $15,648.64 |

Distribution: D.W.G.Corporation,60% 9,389.18

(Assigned) 40% 6,259.46

15,648.64

Due: D.W.G.Corporation,60% . . . . . .$9,389.18

---

Deposited Apr. 10/18.
$ 9,389.18

TREASURER'S REPORT FOR MARCH 1918.

EPOCH PRODUCING CORPORATION.

| | | | | |
|---|---|---|---|---|
| Income, Company A | 7,582.76 | | | |
| B | 6,151.64 | | | |
| C | 735.29 | | | |
| D | 6,521.15 | | | |
| E | 10,212.17 | | | |
| F | 6,865.12 | | | |
| G | 7,040.66 | | | |
| H | 4,920.73 | | | |
| I | 6,172.28 | | | |
| Special | 7,204.64 | | | 63,406.44 |
| Rights: Canada | 1,000. | | | |
| Wisconsin | 154.71 | | | 1,154.71 |
| Aust. Co.#1 | | | | 993. |
| Aust. Co. #3 | | | | 587.31 |
| W.E.Burlock | | | | 1.28 |
| Expense, General | | | 6,128.90 | |
| Company A | | 2,827.79 | | |
| B | | 2,133.77 | | |
| C | | 345.68 | | |
| D | | 1,928.65 | | |
| E | | 2,398.97 | | |
| F | | 1,638.41 | | |
| G | | 1,764.15 | | |
| H | | 1,466.92 | | |
| I | | 1,983.57 | | |
| Special | | 489.63 | 16,977.54 | |
| English Co.#1 | | | 1.28 | |
| Australian Co.#1 | | | 465.41 | |
| " " #3 | | | 355.02 | |
| Sinking fund | | | 295. | |
| J.C.Williamson Ltd. | | | 189.88 | |
| | | | 24,413.03 | |
| | | | | 66,142.74 |
| | | | | 24,413.03 |
| March receipts | | | | $41,729.71 |
| Less Royalty expense Thos. Dixon, | | 25% | 10,432.43 | |
| D.W.G.Corp. | | 37½% | 15,648.64 | 26,081.07 |
| Net receipts March, 1918, | | | | $15,648.64 |

TO THE WESTERN UNION TELEGRAPH COMPANY, DR.
INCORPORATED

| MONTH AND DAY | TO / FROM | NAME OF POINT | AMOUNT |
|---|---|---|---|
| 1918 MAR | | | |
| 2 | TO | LOS ANGELES | 6 11 |
| | | " | 1 91 |
| 4 | TO | " | 1 00 |
| 8 | TO | " | 3 20 |
| | | " | 12 00 |
| 9 | TO | LOS ANGELES | 2 60 |
| 11 | TO | LOS ANGELES | 48 25 |
| 15 | | K C | 1 26 |
| 26 | TO | LOS ANGELES | 4 99 |
| 28 | TO | LOUISVILLE | 1 01 |
| 29 | TO | CHEYENNNE | 1 13 |
| | | FEDERAL TAX | 55 |
| | | | 84.01 |

Paid by check
APR 12 19

TO THE WESTERN UNION TELEGRAPH COMPANY, DR.
INCORPORATED

| MONTH AND DAY | TO / FROM | NAME OF POINT | AMOUNT |
|---|---|---|---|
| MAR | 1918 | | |
| 1 | TO | LOS ANG | 1 56 |
| 2 | | LOS ANG | 3 30 |
| 5 | | LOS A | 1 80 |
| 7 | | " | 1 50 |
| 9 | | LOS ANG | 3 60 |
| 11 | | LOS A | 1 50 |
| | | " | 5 70 |
| 12 | | LOS ANG | 1 80 |
| 15 | | LOS ANG | 6 95 |
| | | PALM BEACH (wesn) | 1 08 |
| 20 | | LOS ANG | 3 30 |
| 22 | | LOS A | 3 59 |
| 26 | | LOS ANG | 2 40 |
| | | | 65 |
| | | FEDERAL TAX | 38 73 |

Paid by Check
APR 12 1918
#122 DWSEmp

38.73
10.10
84.01
132.84

TO THE WESTERN UNION TELEGRAPH COMPANY, DR.
INCORPORATED

MAR 1918

| MONTH AND DAY | DESTINATION | | | AMOUNT |
|---|---|---|---|---|
| 1 | COLLINS | LONDON | 14 | 3 50 |
| | A.BUTT | " | 26 | 6 50 |
| | | | | 10 00 |
| | | Federal Tax | | 10 |
| | | | | 10 10 |

Chgd

Paid by Check
APR 12 1918

New York American

Washington, D. C.
April 1, 1918.

Mr. D. W. Griffith, Mgr.,
C/O Room 8, Longacre Bldg.,
42 street and Broadway,
New York, N.Y.

My dear Mr. Griffith:-

I note with pleasure your return to New York from California, and am expecting with interest and confidence the success of your new and great production, soon to be presented in New York. I shall hope to have the pleasure of seeing it at an early date.

Before you went away last fall you were kind enough at my request to take an interest in my brother's daughter, Katherine Graves Waterbury, and before your departure for California you sought her address, with a view, I believe, of giving her a place in the "Hearts of the World."

Unfortunately, she had taken passage for a brief trip to Europe, and was heartbroken upon her return to feel that she had missed the opportunity which she had so eagerly coveted for the past several years. She is a very beautiful little girl, with a distinct dramatic temperament, screens well, and ought to be a success.

I am taking the liberty so early after your return to recall her to your attention, with the hope that it may be possible even yet to enlist your kindly consideration in her behalf.

New York American

I am going even further in asking your consideration, along with my niece, the brilliant and beautiful young daughter of Congressman Bankhead of Alabama, and the grand-daughter of Senator John N. Bankhead of that state. She is really a remarkable little girl in her gifts and graces, and has already been sought by film managers, and has a place, just now, with a small production called "The Squab Farm" in New York. Unless I am greatly mistaken, she is really a genius in beauty of person and of mind, and with talents almost precocious. The two Bankheads, Senator and Congressman, both in Washington, are eager for her preferrment, and especially desirous that she should be connected with one of your companies. Congressman Bankhead will go at any time to New York to carry his daughter to see you, and both of these powerful and distinguished Southern representatives will join me in high appreciation for what you may find it possible to do for her.

I am presuming, to a very large extent, upon your very warm and gracious consideration for your native section, in presenting these two Southern girls together to your attention. As anxious as I am for the success of both of them I assure you that I would not trouble you with an application in their behalf unless I felt quite sure that each of them had the elements of real service in some department of your work. Will you forgive me for the trespass upon your time, and let me hear at your first convenience if it will be possible for you to see them, and if there is any outlook for them in your line.

With a very high and grateful appreciation of the wonderful and enduring service which you have rendered to our beloved South, and with a very sincere, ~~personal~~ appreciation, believe me,

Very cordially yours,

John Temple Graves

MONTHLY STATEMENT

# THE McCLELLAN MFG. CO.

MANUFACTURERS AND JOBBERS

N. W. COR. 10TH AND LOS ANGELES STS.

LOS ANGELES, CAL.

TELEPHONE
F 4365

D. W. Griffith Studio
4500 Sunset Blvd

Statement of your Account for April 1 1918

| DAY | MEMO. | CHARGES | CREDITS | BALANCE |
|---|---|---|---|---|
| | TO BALANCE Neb | | | 120 |
| | 954 MAY 27 1918 | | | |
| | Please Remit | | | |

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

April 1st 1918.

D. W. G. CORPORATION

-TO

A.H.T. BANZHAF.

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

| | | |
|---|---|---|
| To Professional Serv. for Month of March - - - - - - - - | $ | 150.00 |
| " Cecil Wood (Inv.(Chgble to War Picture) - - - - - - | | 6.50 WP |
| " J. R. Miles (" ( " " " " ) - - - - - - - | | 9.50 WP |
| Misc. Expenses (War Picture) - - - - - - - - - - - - - - | | 5.00 WP |
| Incidentals - - - - - - - - - - - - - - - - - - - - - - - - | | 9.00 |
| Trip return from Coast(Apr.1) (War Picture) Expenses - | | 33.50 WP |
| Total | $ | 213.50 |
| $150. Paid on account on April 2/18 | | 150.00 |
| Balance | $ | 63.50 |

Received Payment,
APR 22 1918

By Dwyer Corp Check
#1124

April 1, 1918.

DISBURSEMENTS, TRIP BACK FROM COAST.

Charge to War Picture.

| | |
|---|---|
| To telegrams en route - - - - - - - - - - - - - - | $ 4.50 |
| To compartments for Mr. Griffith and self, from Chicago to New York. - - - - - - - - - | 11.00 |
| To cab and baggage charges from Chicago - - - - | 3.00 |
| To meals en route - - - - - - - - - - - - - - - - - | 15.00 |
| Total - - - - | $33.50 |

Included on Apr. 1, 1918 Bill.

HOLLYWOOD 2800 HOME 57001

# D. W. GRIFFITH STUDIO

4500 SUNSET BOULEVARD

LOS ANGELES, CAL., April 1, 1918.

Mr. A. H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:

I am enclosing herewith copy of Mr. Griffith's income tax return, together with your letter, which he signed at the Alexandria Hotel just before he left. I am also retaining another copy of it here for our own information.

I have looked over your papers and statements which you returned from Mr. Griffith at the hotel and while I have not attempted as yet to reconcile the expenditures with my own reports, I do not anticipate I will have a great deal of difficulty for the reason that I can take most of these statements just as they are and transfer them into our accounts. Money that was forwarded to me either by yourself or Mr. Barry will, of course, have to be audited. Most of the money that I handled was for the war Picture and is already included in our records, although credited in error to the Wark Company. I will simply make a Journal entry in our books transferring this amount to the credit of the D. W. Griffith Corporation.

As you say, these statements are somewhat involved but they are perfectly clear, and with the assistance of the dummy ledger journal entries which you have attached, I do not anticipate any difficulty in including these transactions into our own records.

Yours very truly,

E. C. Bidwell

ECB-W

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Telegram | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Telegram | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.


195 BROADWAY, N. Y.

RECEIVED AT

BB90CH AIK 29 NL

FY LOSANGELES CALIF APL 2

A H T BANZHAS

9027

2 RECTOR ST NEW YORK

STUDIO HAS PAID OUT ABOUT SEVEN HUNDRED AND FIFTY DOLLARS FOR COPYIST COPYING MUSIC OF NEWYORK SCORE WILL IT BE SATISFACTORY TO REIMBURSE STUDIO FROM HEARTS OF WORLD FUNDS

E D BIDWELL

5AM

War P

Recd 2 Apl
Prudhoe

Received from Aunt Emma
to
for The Library
Walter

MODERN ART FILM LIBRARY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TELEPHONE BRYANT 8125-8126

MODERN FEATURE PHOTO PLAYS, INC.
DISTRIBUTING
ART DRAMAS' PRODUCTIONS
A FEATURE EACH WEEK
729 SEVENTH AVENUE
NEW YORK

April 3, 1918.

Mr. Albert Banzham,
2 Rector Place,
City.

Dear Sir:-

I am herewith enclosing you an invoice covering negative and positive film delivered to you several months ago, as requested of Mr. Greene.

Yours very truly,

Herbert S. Clark
H

Address,
729 Seventh Ave.,
(Room 702)

Copy

Herbert S. Clark, Dr.
729 Seventh Ave., (Room 702)
New York City.

April 3, 1918.

Sold to
With all rights thereto

Mr. Albert Banzhaf,
2 Rector Place, City.

---

| | | | |
|---|---|---|---|
| 137 Feet Negative Film | @ $2. per ft. | $ 274.00 | |
| 120 " Positive " | @ $1. " " | 120.00 | |
| | | | $ 394.00 |

Paid
APR 16 1918

Owes, ck# 123

Herbert S. Clark, Dr.
729 Seventh Ave., (Room 702)
New York City.

Sold to Mr. Albert Banzham, April 3, 1918.
2 Rector Place, City.

| | | | |
|---|---|---|---|
| 137 feet Negative Film | @ $2. per ft. | $ 274. | |
| 120 " Positive " | @ 1. " " | 120. | |
| | | | $ 394.00 |

Rec'd. payment
4/18/18
Herbert S. Clark.

Check #123
Dwyer & Co

Seattle, Washington,
April ~~1st~~ 3rd, 1918.

D. W. Griffith, Esq.,
% Motion Picture News,
729 - 7th Ave.,
New York City, N.Y.

Dear Sir:-

To you who have produced such wonderful Photoplays, with much honor to your genius, and so much pleasure to millions of your fellowmen, I would kindly offer a suggestion:

Have someone with discernment,- yourself, if circumstances would permit,-peruse the"Rise of the Dutch Republic," written by John Lothrop Motley, one of our great American Historians. It is practically a history of Europe during the 16th Century, dealing with a 30 year struggle of Holland, and what is now known as Belgium, against the then greatest power in Europe. The pictures drawn are so startling, the scenes so wonderful, the characters so vivid, that while perusing the pages they are pictured in your mind, the struggles of their valient people, with their quaint customs, their picturesque customs, their intense love of Country, who, with a valor unprecedented, battled for Independence.

It also shows the vileness of kings, Philip the 2nd of Spain and Francis the 1st of France, in contrast with the unselfishness of the House of Orange, William the Silent and his brothers, Louis and Maurier,-William quietly preparing his

people, to be assassinated by paid assasins after three attempts, the successful assasin's family being enobled by Philip the 2nd. ~~Maunce~~ Maurice, Duke of Nassau, the 3rd brother finally won out, and freed the people of the Netherlands, as the 7 Provinces were then called.

There could be many photoplays produced from this work which opens with the abdication of Charles the 5th at Brussels; shows up that butcher, the Duke of Alva, and the brilliant Generalship of Alexander, Duke of Carma, the spanish General.

This would seem to be a timely subject, as part of what constituted that country has been devastated and Holland will probably be drawn into the conflict before it ends.

In passing a second hand book store on Second Avenue, I saw Motley's Works 9 Volumes Marked $5.00. I would enjoy reading them after 45 years, but could not afford it.

I would consider it a favor if you would kindly acknowledge receipt of this letter even though you might not see your way to use the suggestion.

Very truly yours,

James E. Farmer,
911 Seneca St.,
Seattle, Washington.

DAVID W. GRIFFITH

-with-

FAMOUS PLAYERS-LASKY CORPORATION

---

# A G R E E M E N T

---

Dated, April 3, 1918.

EJL:RF
4/3/18.

THIS AGREEMENT made and entered into this 3rd day of April, 1918, by and between DAVID W. GRIFFITH of New York City, hereinafter referred to as "the party of the first part", and FAMOUS PLAYERS-LASKY CORPORATION, a New York Corporation, hereinafter referred to as "the party of the second part",

W I T N E S S E T H :

WHEREAS, the party of the first part has completed a motion picture for the party of the second part, some of the scenes of which were taken abroad, and the remainder in California, and which is based upon a story with the Great War as a background, and the parties hereto are desirous of agreeing on the compensation of the party of the first part for his services and disbursements in making said picture,

NOW THEREFORE, IN CONSIDERATION of the premises and of the sum of One Dollar by each of the parties hereto to the other in hand paid, the receipt of which is hereby acknowleiged, said parties agree as follows:

FIRST: In consideration of the services aforesaid and an assignment of all copyrights relating to such motion picture, story and production, which the party of the first part agrees to execute upon demand, the party of the second part hereby covenants and agrees to pay to the party of the first part, as royalty, a sum equal to fifty (50%) per cent of the net profits from the distribution of prints of the aforesaid production throughout the world, such net profits to be determined in the manner hereinafter set forth. This provision is subject to the special agreement with reference to the arrangement with the British Government, contained in Paragraph Seventh of a document

between the parties hereto dated January 29, 1918.

SECOND: The net profits are to be determined as follows:

From the gross receipts from the distribution of the said motion picture production there shall be deducted and repaid to the party of the second part: 1st, the sum of One Hundred and Eighty Thousand ($180,000) Dollars and interest advanced by the party of the second part to the party of the first part towards the cost of the production aforesaid; 2nd, all sums expended from time to time for prints or parts of prints of said production; 3rd, advertising; 4th, cost of distribution; 5th, duties and taxage; 6th, incidental expenses in connection with the distribution and exploitation of said production; 7th, the sums disbursed by the party of the first part in making said picture, in excess of $180,000., such sum to be audited by Price, Waterhouse & Company, Chartered Accountants.

THIRD: With respect to the distribution of said production, it is agreed that many questions must be left to future determination as hereinafter set forth, but the following guiding principles are agreed upon between the parties:

(a) The picture shall first be exhibited or released as a Special Production in high-class theatres at an admission charge of One Dollar or more for the best seat; and Morris Gest may be employed to manage such exhibition in high-class theatres, under the supervision and control of Mr. Griffith.

(b) Whenever it is agreed that said picture should be distributed to exchanges, it shall be distributed by the party of the second part on its so-called

Artcraft Program, and the party of the second part shall be entitled to retain in its accountings thirty (30%) per cent of the gross receipts as a cost of distribution;

(c) Subject to the foregoing general principles the manner of distributing or handling the said production shall be subject to determination by the party of the first part and Mr. Adolph Zukor, the President of the party of the second part. Should they fail to agree upon any matter connected with such distribution or handling, the same should be determined by some disinterested third person to be designated by them; and in the event of their failure to agree upon such person within five days after notice from either party to the other, then by some person appointed by the President of the Chamber of Commerce of the State of New York, such appointment to be made upon five days' notice by either party to the other.

Nothing herein contained shall prevent the distribution of such picture by the method generally known as State Rights, if both of the individuals herein referred to should agree upon such disposition.

(d) All accounts and receipts shall be delivered to and handled by the party of the second part, and a copy of all accounts shall be furnished forthwith to David W. Griffith.

FOURTH: This agreement shall continue for fifteen (15) years from the release date of said production.

FIFTH: The party of the first part hereby grants to the party of the second part, in order to better advertise the production aforesaid, the right to the use of his name as agent of the party of the second part, in the making of contracts, or in opening bank accounts, or for any other proper purpose in connection with the distribution of the production aforesaid. And the party of the second

part hereby grants to Adolph Zukor, President of the party of the second part, the right irrevocable to sign or countersign checks on any bank account opened in the name of the party of the first part, in connection with the distribution of the motion picture production hereinbefore referred to.

SIXTH: The party of the second part hereby agrees to deliver to the party of the first part the negative of the motion picture production hereinabove referred to and assignment of the copyright (and all positive prints at that time in existence) on a day fifteen (15) years from the release date of the production aforesaid, or at any subsequent time thereafter, or immediately upon the party of the second part filing a general assignment or being adjudged bankrupt; subject to the repayment to the party of the second part of any unreturned portion of its investment at the time of the happening of such event.

IN WITNESS WHEREOF the parties hereto have duly executed these presents the day and year first above written.

D. W. Griffith (L.S.)

FAMOUS PLAYERS-LASKY CORPORATION

By Adolph Zukor
Pres.



D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THE
CENTURY
THEATRE

Apr 4
1918

War picture

Important
To be preserved for
Mr. Griffith

Guest telegram.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1204

| SERVICE | SYMBOL |
|---|---|
| ssage | |
| ter | Blue |
| essage | Nite |
| tter | N L |

hese three symbols the check (number of a day message. Otherter is indicated by the

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 54 WEST 45TH STREET, NEW YORK ALWAYS OPEN

727NY CDE 27

CV NEWYORK 734PM APR 4 1918

MR DAVID W GRIFFITH

44 ST THEATRE

MAY ALL THE GLORY BE BESTOWED UPON YOU TONIGHT FOR CONCEIVING THE GREATEST DOCUMENT EVEN GIVEN TO THE HUMAN RACE

MRS GEST JOINS ME IN MY SENTIMENTS

MORRIS GEST

837PM

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

APRIL 4 1918

War B.

E C BIDWELL GRIFFITH STUDIO 4500 SUNSET BOULEVARD LOSANGELES CAL

SEND BILLS FOR ALL GENERAL EXPENSES HEARTS OF WORLD TO ME FOR PAYMENT FROM THIS END MAIL ALL PAST AND FUTURE STATEMENTS OF CLUNE AUDITORIUM TOGETHER WITH VOUCHERS TO ME UNTIL FURTHER NOTICE ADVISE TOTAL AMOUNT ADVANCED BY MR GRIFFITH OUT OF PERSONAL OR ARTCRAFT FUNDS ON WAR PICTURE WHILE AT COAST FOR WHICH HE OR ARTCRAFT HAVE NOT BEEN REIMBURSED MAIL COPY OF GRIFFITHS INCOME TAX STATEMENT

BANZHAF

JOHN ELLIOTT, PRESIDENT
A. E. NELSON, VICE-PRES. AND TREAS.

J. A. BREHANY, GENERAL MANAGER
F. YORK ELLIOTT, AUDITOR

QUALITY E&S FEATURES

ELLIOTT & SHERMAN
FILM CORPORATION

ROOMS 507-8-9
PRODUCE EXCHANGE BLDG.

MINNEAPOLIS, MINN.

April 4, 1918.

THE BIRTH OF A NATION

Mr. D. W. Griffith,
44th St. Theatre,
New York City.

Dear Sir:-

RAMONA The Sweetest Story ever told

Mr. A. E. Nelson, who leased the "BIRTH OF A NATION" for the western territory, is desirous of knowing what you intend to do with the new picture, "THE HEARTS OF THE WORLD".

If it is not your intention to dispose of it in the same manner as you did the "Birth", is there by any possibility a chance that we could run it in this territory for you on a percentage basis of either the gross or the net, as you know we are equipped to handle this, and I am sure we could handle it in a way that would be of credit to yourself. If such an arrangement can be made, I would be glad to have Mr. Nelson with myself meet you at any place you may designate. Would be glad to hear from you along these lines.

The Crisis

Thanking you for a reply, I am

Yours very truly,

ELLIOTT & SHERMAN FILM CORP.

Elliott

THE GARDEN OF ALLAH

JE-HTB

Leslie's
ILLUSTRATED WEEKLY NEWSPAPER
NEW YORK

JOHN A. SLEICHER
EDITOR

April 5, 1918

Mr. D.W. Griffith,
Knickerbocker Hotel,
New York City.

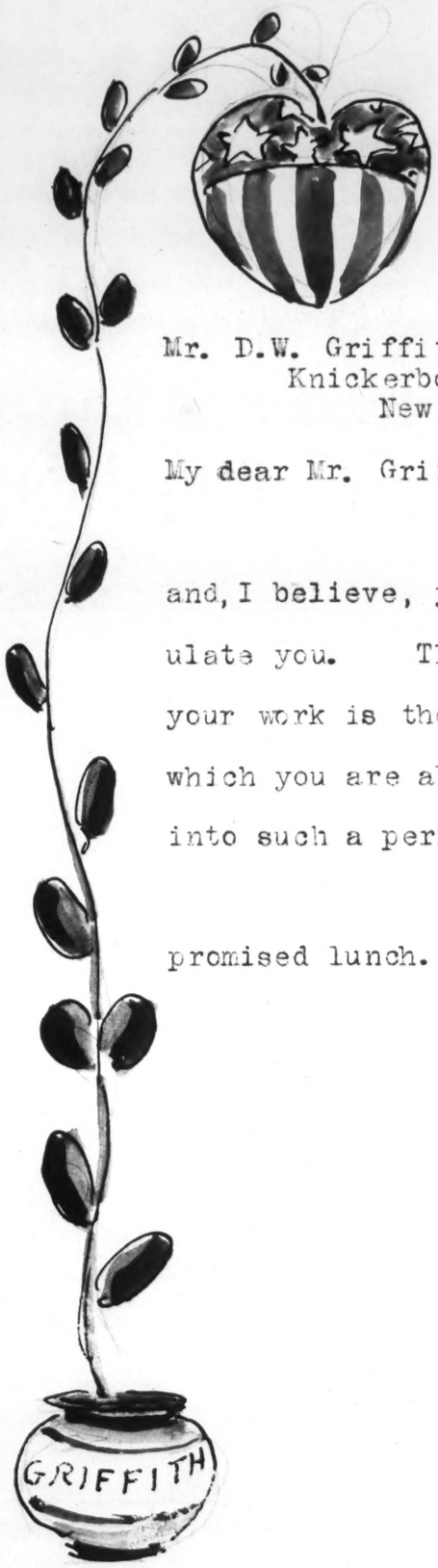
My dear Mr. Griffith:

I had the pleasure of witnessing your latest, and, I believe, your greatest conception and I hasten to congratulate you. The thing that always astonishes me most about your work is the perfection of its detail and the genius with which you are able to weave all the tangled threads of a story into such a perfect fabric. It takes a master hand to do it.

Hope next week that we shall have that promised lunch.

Very truly yours,

Jno A Sleicher



War Picture

# FAMOUS PLAYERS - LASKY CORPORATION

485 FIFTH AVENUE MURRAY HILL 8500 CABLE ADDRESS FAMFILM NEW YORK CITY

LEGAL DEPARTMENT
ELEK JOHN LUDVIGH
ARTHUR S. FRIEND
RALPH A. KOHN
COUNSEL

April 5, 1918.

A. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Mr. Banzhaf:

I am enclosing herewith original and one copy of page 3 of the contract between David W. Griffith and this Company, which please insert in place of page 3 of the contracts heretofore sent to you.

I regret this error, which was mine in copying the contract.

Yours very truly,

Les Aronstamm

COPY.

April 6, 1918.

Messrs. Bob & Vic Harron
Athletic Club Los Angeles Calif

Your insulting and insuating wire received Have been so busy dodging your no good friends such as Pickford have not had time to answer and wish to state that after our two openings Thursday and Friday it is quite a condescension on my part to give either of you a thought The show is a riot all due to my personal efforts and considering the poor material I had to work with really think I am a great little fellow Have deposited fifty thousand dollars in bank to cover any unpaid bills I might have left Do not care to be annoyed with trifles any further.

Sir Albert Grey

Charge Elliott Comstock & Gest
Century Theatre

DAVID H. KNOTT
WILLIAM J. KNOTT } PROPRIETORS

BRISTOW TYLER, MANAGER

THE BERKELEY
COR. FIFTH AVE. & 9TH ST.
NEW YORK

April 7th
1918.

D. W. Griffith Esq.

Dear Mr. Griffith:-

I am told that you are interested in Americana, and as I have a portrait of Washington for sale, it may be of interest to you to visit it.

This is a best portrait from life, and was a gift to Col Richard Varick from Washington. It is painted by Charles Wilson Peale and represents Washington at about the age of 44 in the Continental uniform.

It is in its original frame and the canvas has never been retouched in any spot, or cleaned or polished, but is in its original condition.

The portrait has never before been offered for sale and never been out of the hands of the family until it came to me by recently.

Charles Henry Hart the Americana man made an offer for it last September but was refused.

This is a procession and an investment as these things are every day increasing in value. I think you know my friend Ref Hitchcock (or Ingram) I gave him his first helping hand.

(CN^xo.) Yours truly
Eleanor Sanchez Wilcox.)

DE W. ANSPACH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Brooklyn
Apr. 7-/18.

Dear Sir.
Would be pleased to hear from you when in need of an Effect man or Stage Mgr.

Resp
Thomas Mack
424 Carlton Ave
Brooklyn

Formerly with, Daughter of Gods, and Honor System,

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT

A 5RD 3 NL

MU RICHMOND VA 7

J MCCARTHUR

CO D W GRIFFITHS ATTRACTIONS LONG ACRE BLDG NEWYORK

PLEASE LET ME KNOW IF HEARTS OF THE WOULD WILL BE SOLD ON STATE RIGHTS IF SO HOW MUCH FOR DELAWARE DISTRICT OF COLUMBIA MARYLAND VIRGINIA NORTH CAROLINA SOUTH CAROLINA AND GEORGIA

LEO WISE.

APR 8 AM 12 19

April 8th, 1918.

Mr. Leo Wise
Academy of Music
Richmond, Va.

Dear Leo:-

Your telegram received, regarding "Hearts of the World" for Deleware, District of Columbia, Maryland, Virginia, North and South Carolina and Georgia. I have placed your communication in the hands of those in control of the property and they will undoubtedly send you the information you desire.

With best wishes,

Sincerely yours,

Sherman Brown

Pabst Theatre

OFFICES OF THE
D. W. GRIFFITH
ATTRACTIONS
LONGACRE BLDG.
BROADWAY AND 42ND STREET.
NEW YORK CITY
TELEPHONE: BRYANT 5293-5294

J. J. McCARTHY
GENERAL MANAGER

THEODORE MITCHELL
GEN'L PRESS REPRESENTATIVE

April 8th 1918.

My dear Panzhaf:-

Enclosed find bill for Mr. Griffith account Western Union Telegraph Co. which please pay as soon as possible, and oblige,

Very truly yours,

Enc.

Total 3 bills
$1.32.84

HELEN DUEY
130 WEST 45TH STREET
NEW YORK CITY

TELEPHONE 6913 BRYANT

BETTER FILMS—EDITOR
WOMAN'S HOME COMPANION

Phone

April 8, 1918.

Mr. David Wark Griffith,
c/o Elliot Comstock & Gest,
New York City.

My dear Mr. Griffith:-

I have been disappointed at not seeing your splendid new film "Hearts of the World" that is opening, but for some reason or other your press department forgot about me. I hope to see it soon as I wish to include some comment on it in an article I am preparing.

It occurs to me that there ought to be a good interview with you on your changed attitude toward the subject of war. You recall three years ago at the opening of the "Birth of a Nation" you told me at that time, that the great hope you had for the picture was that it should show the people the horrors of war; that young men should not be made to believe that the brass-band and the flying colors were all that war meant. At that time our country seemed to respond to your feeling in the matter, but now that war has proved inevitable, you have brought another message in which you are showing us the deep purposes of the present struggle for liberty.

Do you want to discuss this with me? If so will you make arrangement for it?

Sincerely,

Helen Duey

War Picture States Rights

Form 1206

CLASS OF SERVICE DESIRED

| | |
|---|---|
| Fast Day Message | |
| Day Letter | ✓ |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.

Check

Time Filed

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

April 9th 1918

LEO WISE
ACADAMY OF MUSIC
RICHMOND VIRGINIA

IF YOU ARE INTERESTED IN RIGHTS OF SOUTHERN STATES OF HEARTS OF THE WORLD SUGGEST THAT YOU SEE MR ZUCKOR FAMOUS PLAYERS COMPANY NEW YORK

A H T BANZHAF

War Picture

Form 1206

CLASS OF SERVICE DESIRED

| | |
|---|---|
| Fast Day Message | |
| Day Letter | ✓ |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.

Check

Time Filed

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

April 9th 1918

SHERMAN BROWN
PAPS THEATRE
MILWAUKEE WISCONSIN

IF STILL INTERESTED IN WESTERN RIGHTS HEARTS OF THE WORLD COME TO NEW YORK AT ONCE AND JUDGE FOR YOURSELF ITS GREAT SUCCESS

D W GRIFFITH
HOTEL KNICKERBOCKER

Form 280

# WESTERN UNION TELEGRAM

GEORGE W. E. ATKINS, VICE-PRESIDENT — NEWCOMB CARLTON, PRESIDENT — BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

**SEND** the following Telegram, subject to the terms on back hereof, which are hereby agreed to

April 9th 1918.

Sherman Brown

Will be in NewYork till Sunday. Might be a possibility of disposing of certain western territory at right price. Suppose you know it has had enormous success here as well as in the West. Speculators getting as high as Five Dollars a seat Advise coming and seeing for yourself if you mean business. Answer Forty Fourth Street Theatre.

D. W. Griffith

Charge Elliott Comstock & Gest
Century Theatre

---

War Picture

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

Form 1206

# WESTERN UNION

Cable. ~~TELEGRAM~~ Cable

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

April 9th 1918

WILLIAM E BURLOCK
c/o DRURY LANE THEATRE
LONDON ENGLAND

COMSTOCK AND GEST HANDLING PICTURE HERE LOGICAL CONCERN FOR CANADA ON SAME TERMS [redacted] ADVISE IF BEAVERBROOK APPROVES LONDON FILM COMPANY- SUING GRIFFITH SEE THEM [redacted] AND SETTLE ADDRESS [redacted] COMMUNICATIONS ME

A H T BANZHAF

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

COUNTER No.

# CABLEGRAM

TIME FILED

M

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this cablegram subject to the terms and conditions printed on the back of this blank.

10 / 25392 CHECK DESIGN PATENT No. 40529 ROUTE VIA

*Send the following Cablegram, without repeating, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.*

April 9th 1918.

*To* Burlock *19*
Druriolanus London

Important that we play Montreal and Canadian cities quickly as possible taking advantage of our sensational success here before other pictures get in market. Get Beaverbrookes consent for us to play territory giving them their share of proceeds as it would be impossible for them to handle picture as well as we in Canada. Ask Beaverbrooke what is being done to keep Caine picture out of market till ours has cleaned up.

Griffith

Charge Elliott Comstock & Gest
Century Theatre

The sender will please read the conditions on back and sign name and address thereon for reference.

The Postal Company's system reaches all important points in the United States and British America, and via Commercial Cables, all the world.

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

COUNTER No.

CABLEGRAM

TIME FILED

M

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this cablegram subject to the terms and conditions printed on the back of this blank.

10 / 25392 CHECK DESIGN PATENT No. 40529 ROUTE VIA

*Send the following Cablegram, without repeating, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.*

April 9th 1918.

*To* Burlock *19*
Druriolanus London

Picture enormous sensation Speculators getting Five Dollars seat Press say worth five Allied corps Mail says bigger propoganda than all the propoganda put out and will do more service than all the combined propoganda put out by Allies since beginning of War Eight hundred men asked to be put in first class first two weeks in LosAngeles ~~Willxdxxx

War Picture

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1206

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

April 9th 1918

E C BIDWELL
C/O GRIFFITH STUDIOS
LOS ANGELES CALIFORNIA

ADVISE NATURE OF AGREEMENT WITH YOUNG COMPANY GIVING OUTLINE OF TERMS ETC.

AHT BANZHAF

# POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

COUNTER No.

TIME FILED

M

# TELEGRAM

CHECK

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

SEND the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

[DESIGN PATENT No. 40529]

1—676

To E. C. Bidwell

April 9th 1918 191

4500 Sunset Blvd Los Angeles Calif

In English copy where the French storm shows insert of British officer among French soldiers by mistake should be British officer with British soldiers Also finish of picture girl and boy holding flags should be British flags You have sent American flags Extraordinarily expensive mistakes Rush these pieces Answer

Charge

D. W. GRIFFITH

Form 260

# WESTERN UNION TELEGRAM

GEORGE W. E. ATKINS, VICE-PRESIDENT NEWCOMB CARLTON, PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

**SEND** the following Telegram, subject to the terms on back hereof, which are hereby agreed to

April 9th 1918.

E C Bidwell
4500 Sunset Blvd
Los Angeles Calif

See Miss Lopez English copy has insert Miss Gish picture in locket given to Bob at farewell scene with American flag instead of British. This picture must be shown in England four weeks after America or my contract is broken. This carelessness breaks my contract. Rush copy of this quickly as possible. Who inspected this English copy and let the American flag get through.

D. W. Griffith

Charge Elliott Comstock & Gest Century Theatre.

April 9th 1918.

Mr. Mark Klaw,
New Amsterdam Theatre,
West 42nd Street,
New York City.

Dear Sir:

My sincere thanks for your kind words of appreciation. These kind words of praise are like the light in the window of the old farmhouse when the tired farmhand comes home from monotonous toil.

Believe me,

Most sincerely yours,

DWG:EK

April 9th 1918.

Mr. Sam H. Harris,
226 West 42nd St.,
New York City.

Dear Sir:

Please accept my most sincere thanks for your kindly and encouraging note concerning my little production.

Most cordially,

DWG:EK

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 9th 1918.

Mr. George Cohan,
226 West 42nd Street,
New York City.

Dear Sir:

Many, many, many thanks for your kind little letter. I certainly would like to have a talk with you before I go back to slavery in the fields of Western hay. I am at the theatre day and night and we can adjourn to the place you mention in your letter and have the aforesaid conversation most any time you say.

Sincerely yours,

DWG:EK

April 9th 1918.

Mr. John A. Sleicher, Editor,
"Leslie's,
New York City.

My dear Mr. Sleicher:

Awfully glad you liked the play. I am only eating quick lunch sandwiches and such as I have much to do and so little time to stay in New York. My company out West still draws its salary and is waiting getting to work on the next story. Laboring men must work and editors must reap. The sooner it is over the sooner to sleep, but the painted plant with the heart at the end forever I will keep. May Leslie's ever continue to reap the good fortune it deserves. You see, the last part of the verse ran out, but such is life.

I may make you come up and go to a lunch counter with me for a change. It will do you good to get away from y ur millionaire friends and regular restaurants.

Any time you can stand the show again, let us know. I suppose you heard that the speculators have been able to get as much as $1.50 for 25¢ seats and $5. for regular ones. However, this does us no good, except to prove that people will pay to see pictures.

As ever,

Sincerely yours,

DWG:EK

April 9th 1918.

Mr. John Temple Graves,
New York American,

Dear Sir:

In the rush and excitement of getting on my new play, your letter was mislaid; it only came to my attention to-day. I must apologize profusely to you for this mischance.

I am here at the theatre practically every afternoon and night. As you say your niece is playing here, if you send her around with a note at any time, I shall certainly give her the courtesy of all the consideration and advice in my power. However, I am only staying a few days and the slave masters are driving me back to the plantation very shortly.

By the way, have you seen the play? If not, I would be anxious for you to do so at your earliest possible convenience. Although we are turning away people at every performance, I always keep a loge for myself while I am getting it in trim, so any time you call you are sure of getting good seats, as my own loge will be at your disposal.

Cordially yours,

DWG:EK

April 9th 1918.

Mr. W. E. Burlock,
Drury Lane Theatre,
London.

Dear Sir:

As you know, Messrs. Elliott, Comstock & Gest, who handled "Chu Chin Chow" and other plays, are handling our picture. As I wired you, it has been a sensational success, speculators getting $1.50 for 25¢ seats and $5.00 for the best seats in some cases. Of course, we have the biggest success on Sunday nights but would charge the same price, I think, as "Intolerance" at the opening at Drury Lane. We have done bigger business so far than the "Birth" and of course "Intolerance" is not to be mentioned. It has also held up in Los Angeles better than either "Birth" or "Intolerance"

I am enclosing advertisement that we used here. This is very carefully worked out and should be followed, as the simplicity of the story is the thing that has made the impression. The battle stuff is not important as they have been fed up by that sort of thing by all the weeklies. Above all things avoid advertising too heavily of the War, as they will come in and expect to see earthquakes, cyclones and volcanic eruptions in the first few minutes and as we have none such, they will be disappointed. And as you know Morris Gest is the biggest show man in America. We have tried this method of advertising but the sweet love story in its simplicity made the impression and the people have not been disappointed. As you will see, Mr. Gest uses blind advertising, which is also one of my pet hobbies, so I think they can do no better than to follow this excellent and profitable example.

As I said before, you know that Brandon is doing a picture for Hall Caine, so I insist that you do not let this picture be seen by any moving picture people outside of those directly concerned

until the opening.

We are delayed on the music but expect to be able to ship it the end of this week. The music is very tricky and fits to every move of the picture, so you will not be able to open until the music arrives. You will need at least a week's rehearsal.

By keeping the amperage in the booth low through the opening scenes, we run here about forty amps through the first two reels. It can be run up to ninety or as strong as you want to make it for the battle stuff, as the opening scenes, particularly inserts of Miss Lillian Gish and Mr. Harron are very light and give a chalky and bad effect.

I am shipping you copy of film. Go through it carefully and eliminate all reference to America. You will have to have new titles made to D. G's, as the girl has made a mistake and sent some of the titles in the old American print. The first one is about"the son of the other American painter burning with the genius denied the father has returned from Paris". You will have to have new title showing "son of the other English painter, etc." instead of American. Also English Parliament, which I believe should be British Parliament, at least so we have changed it here. We have changed the title "Sir Edward Grey asked the Commons to stand by France to 'support' the neutrality of Belgium"- would advise changing also for your copy. Tell Beaverbrooke we have been working on this to the last moment. Scenes of the British Cabinet waiting Germany's ultimatum are taken from various written and conversational reports. One particularly was Hall Caines's account which gave four men as waiting.

Yours very truly,

DWG:EK

April 9th 1918.

The Editor,
"World's Work",
W. D. Page & Co.,
Garden City, L. I.

Dear Sir:

With emphatic regrets I learned today my promise to you regarding the preparation of a story about Mr. Griffith in Europe has not been fulfilled. We presumed that our arrangements with the Los Angeles writer were conclusive, but when I checked up today I found he had become discouraged in the work and had surrendered without notifying us.

If this material still has any attraction for you, we will be glad to do anything we can to serve you in this matter, but I think the delay has largely discounted its value.

We are showing the film that is the result of Mr. Griffith's efforts in the French trenches at the Forty-fourth Street Theatre and would consider it a great favor if we might extend the courtesies of the house to you at any time your convenience permits. It will be a pleasure and satisfaction to me if I might have the pleasure of a talk with you to discuss our dereliction in this matter and determine whether or not we have any material that might appeal to you. The show appears now to be a startling success, not as beautiful and impressive in bulk as "Intolerance" but tremendous in its treatment of emotion and I feel that it will not be uninteresting to you to see it. If you are able to come kindly inform us when we can make reservations for you, as the seat sale is very active. In fact, too active for convenient courtesies at the last moment.

Most sincerely yours,

Representing D. W. Griffith.

JL/K

QUARTERMASTER SIGNAL CORPS AVIATION SCHOOL.

HAZELHURST FIELD, MINEOLA, L.I., N.Y.

April 9, 1918.

Mr. D. W. Griffith,
44th Street Theatre,
New York City.

OK
two
Eyes

My Dear Griffith:-

Congratulations on your return. Also your success. Since the declaration of war I am not sure whether I am still entitled to the courtesy of the theatres but if I am and you are giving any paper for "The Heart of the World" I should like to get a view of the country I hope to soon visit.

If you have time come down to the Field. It is only twenty miles from New York. You will probably see some interesting flying; the best we have in America are here.

With best wishes and hoping to see you, I am

Yours Sincerely
Gray B. Dawson

1st Lieut., Q.M.C., N.A.

Cruel about
Pictures
interview
Chicago

April 9th 1918.

Mr. L. M. Bell,
Wheeler Syndicate,
373 Fourth Ave.,
New York City.

Dear Mr. Bell:

Mr. Griffith must know what talent you intend to employ in the suggested novelization of "Hearts of the World" before he can give your submitted agreement serious consideration.

If the work is done at all, it must be very well done, Mr. Griffith feels. I realize you unquestionably have in mind some writer of real worth, but his identity should be made known so Mr. Griffith can pass judgment upon his reputation.

Sincerely yours,

JL:EK

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

INDUSTRIA - COMMERCIO
IMPORTAZIONI
ESPORTAZIONI
**FILMS CINEMATOGRAFICHE**

= AGENZIA IN =
LONDRA W
Oxford House 9-15 Oxford Street

Esclusività per l'Italia

Spettacolo di eccezione di D. W. GRIFFITH

Concessionario per l'Italia
delle Case americane:

FAMOUS PLAYERS' JESSE L. LASKY

Esercizio Cinematografi
CINEMA BORSA

TORINO Via Roma, 25 — BOLOGNA Via Indipendenza, 22

33-47 - TELEFONI - 20-94

# TEATRO - FILMS

DOMENICO CAZZULINO
VIA ROMA, 20 - TORINO
Telegr.: CAZZULINO - Torino Telef. interc. 60-01

RACCOMANDATO

Lì 9 Aprile 1918

SPETT. WARK PRODUCING CORPORATION

Di Long Acre - New-York

LONDON
10 Buby Street St. James

Mentre vi confermiamo la nostra lettera del 3 Gennaio scorso alla quale non abbiamo avuto alcun riscontro, e della quale ve ne accludiamo copia, ci pregiamo informarvi che abbiamo ricevuto per mezzo del signor Carlo J Donada le due ultime copie di Intolerance che ci avete spedite.

Queste due ultime copie, presentano tutte le imperfezioni già lamentate nella nostra lettera precedente per le prime quattro copie già ricevute nello scorso Settembre 1916, ma di più presentano enormi difetti di stampa, e portano segni evidentissimi di diversi passaggi in proiezione, e sono unte dell'olio che si adopera per i proiettori.

Tutto questo è per noi un danno immenso, ma quello che maggiormente ci ha stupiti ed impressionati fu la mancanza di diverse scene importantissime.

Tutte queste deficienze e difetti, che il nostro personale ha riscontrato in queste due ultime copie, ne stiamo facendo una relazione dettagliata, però abbiamo subito chiesto la testimonianza dei migliori tecnici, affinche potessero in caso di contestazioni attestare la verità di quanto noi affermiamo.

Prepareremo un cambpionario coi confronti fra la copia campione, inviataci per la prima e le quattro copie inviate in seguito e le due ultime copie ricevute, di più terremo qualche pezzetto di films che presentano segni di rigatura lasciati dalle macchine di proiezione e di forzatura nella perforazione, e dell'unto lasciato dall'oli delle macchine.

Naturalmente siamo stati costretti a far eseguire i controtipi delle scene mancanti, perchè non potevamo attendere che voi ce le inviaste dall'America, avendo noi impegni di consegna delle copie che dovevamo mantenere assolutamente. Terremo così a vostra disposizione anche le fatture per detti controtipi, che naturalmente dovrete rimborsarci voi.

Attendiamo perciò che voi ci rispondiate qualcosa in merito a questi nostri reclami, e ci facciate una proposta concreta di amichevole accomodamento, perchè in caso contrario noi saremmo costretti ad affidare le pratiche in mani legali a tutela dei nostri interessi, gravemente lesi in questo affare.

Ed oltre ai danni che noi subiamo per gli inconvenienti sopra lamentati, dovremmo ancora chiedervi il risarcimento dei danni

G. P. E. S. - TORINO - CORSO S. MAURIZIO 65

TEATRO FILMS
TORINO

*Segue Lettera del* 9 Aprile 1918 *al Sig.*

*Foglio N.* 2

incalcolabili che il ritardo nella consegna delle copie ci ha causato, perché il 3 Gennaio noi vi abbiamo comunicato che le 400 sterline per le quattro copie erano già a mani del signor Denada, il quale a sua volta ci scrive di avervele subito rimesse, e voi solamente ora avete consegnate due di quelle copie e le altre non sappiamo quanto arriveranno.

Vi preghiamo di volerci rispondere qualcosa in merito a giro di posta, onde poterci regolare come procedere, perché in caso anche questa nostra lettera fosse senza riscontro, saremmo costretti ad affidare la pratica al nostro legale ed a procedere negli atti, a termine di legge.

In tale attesa distintamente vi salutiamo,

TEATRO FILMS
Domenico Cazzulino

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Messrs. Wark Producing Co.
London.

April 9th 1918.

Dear Sirs,

While we confirm our letter of 3rd Jan, to which we have not received any reply and of which we are enclosing you a copy, we beg to inform you that we have received through Mr.Donada, the last two copies of "INTOLERANCE" which you have sent us.

These two copies are imperfect and present the same defects as the four which we received previously. Furthermore they show clearly that they have been through a machine on several occasions. All this means a loss to us but what has astonished us immensely is the ommission of several important scenes . Of all these deficiencies which our employees have found in these last two copies, we are making a detailed list. However, we took the precaution of putting them before technical witnesses, so that in case of dispute we would have someone to confirm the truth of our statements. We will prepare a list which will show exactly the difference between the sample copies sent and the six copies sent afterwards and we will also keep cuttings of films which will show scratches on them made by the projecting machine and some with the perforation torn, as well as oiled.

Of course we were obliged to have the missing scenes duped, as we could not await the arrival of same from America, having been compelled to deliver the copies on certain dates. We will therefore also keep at your disposal invoices for the duping., the amount of which we shall have to claim from you.

We are therefore awaiting your decision regarding our complaint and that you make us a proposition so that we may settle this matter in a friendly matter otherwise we would be compelled to put the matter in the hands of the law. On top of the damages claimed above, we would have to demand some for the delay caused. As the £400 for the 4 additional copies were paid to you on Jan3rd, and you have only been able to deliver two of these copies, whilst the remainder we do not know when they will reach us. We beg you to reply to us regarding this as soon as possible so that we know exactly how we stand, otherwise we would be compelled to get the decision of the law. Hoping to hear from you soon,

Yours faithfully,

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT 1918 APR 10 AM 9 08 — 1918 APR 10 AM 8 50

159CH 76 NBROAD ST. N.Y.

FY LOSANGELES CALIF APR 9

A H T BANZHAF

787

2 RECTOR ST NEWYORK NY

AGREEMENT WITH YOUNG RENT TWO FIFTY WEEKLY IN ADVANCE STOP SETS ERECTED BY US AT COST PLUS FIVE PERCENT SETTLEMENTS WEEKLY STOP ELECTRIC CURRENT AT METER COST PLUS FIVE PERCENT STOP DAMAGED TO OUR EQUIPMENT TO BE FULLY AND PROMPTLY COVERED BY THEM THEY PAY OVERTIME OUR ELECTRICIAN AND PROJECTION OPERATOR EXPECT TO FINISH FOUR OR FIVE WEEKS STARTED YESTERDAY HAVE RESERVED SUFFICIENT SPACE FOR OURSELVES AND ARRANGEMENT WILL NET US FIFTEEN HUNDRED TO TWO THOUSAND

E C RIDWELL

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

COUNTER No.

TIME FILED

M

# TELEGRAM

CHECK

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

SEND the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

[DESIGN PATENT No. 40529]

1—676

To P. J. Daly

April 10th 1918

D. W. Griffith Studios Los Angeles Calif

Cut orchestration to twenty two Trim all expenses What profit have you to date net Expenses from now on should not run over Four Thousand Keep free advertising and tricks going hard. Answer.

D. W. Griffith

Charge Elliott Comstock & Gest
Century Theatre

Form 1204

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Telegram | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Telegram | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

**RECEIVED AT 54 WEST 45TH STREET, NEW YORK** ALWAYS OPEN

B45 NY ANZ 34 NL NL

LOSANGELES CALIF APL 10 -- 11 1918

D W GRIFFITH

44 ST THEATRE

WILL FINISH PICTURE NOW WORKING IN TWO WEEKS WOULD LIKE TO BE WITH YOU IF YOU STILL CARE TO HAVE ME WIRE ANSWER 412 B SOUTH ALVARAO ST CONGR-ATULATIONS ON NEWYORK IMPRESSION

WALTHALL

12PM

Form 260

# WESTERN UNION TELEGRAM

GEORGE W. E. ATKINS, VICE-PRESIDENT — NEWCOMB CARLTON, PRESIDENT — BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

**SEND** the following Telegram, subject to the terms on back hereof, which are hereby agreed to

April 10th 1918.

Jack Manning
1655 South 55th St.
Philadelphia Penn

Would you be interested in position with Hearts of the World Might have something very good to offer you Let me hear from you immediately Regards

Grey

Charge Elliott Comstock & Gest
Century Theatre

April 10th 1918.

Mr. Morris Gest,
Century Theatre,
New York City.

Dear Mr. Gest:

Will you please arrange for the following transportations:

1 Drawing Room- 20th Century Ltd. for Los Angeles, leaving here Saturday noon, with stop-over privilege at Chicago.

3 Fares on Joy Line boat to Boston, leaving Friday 5:30.

2 Fares to Boston by rail Thursday afternoon (for A.L.Grey and wife)

2 Fares by rail to Boston Saturday 5 p.m.

2 Fares to Boston, Friday midnight.

Yours very truly,

ALG:EK

April 10th 1918.

Mr. James E. Farmer,
911 Seneca Street,
Seattle, Washington.

Dear Sir:

Your letter of April 3rd has been duly received. Mr. Griffith is at present so busy that he is unable to go into the matter suggested by you, but, however, wishes to thank you.

Yours very truly,

April 10th 1918.

Mrs. E. S. Wilcox,
The Berkeley,
Fifth Av. & 9th St.,
New York City.

Dear Madame:

Your letter of April 7th offering for sale a portrait of Washington has been received. Mr. Griffith has asked me to say that he would not be interested, but thanks you, however, for bringing the matter before him.

Yours very truly,

April 10th 1918.

To His Excellency,
President of the United States,
Executive Mansion,
Washington, D. C.

Dear Mr. President:

I am sure that you will be glad to know that the little play, about which I spoke to you on my return from the battlefields in France, seems to be in a way accomplishing the purpose for which it was intended.

The New York Mail has said- "Its power to quicken the patriotic pulse is greater than all of the combined propaganda yet undertaken by the allies".

The Western Herald also kindly stated- "It is worth five army corps to the Allied Cause".

The Morning Sun editorial commented to the effect that plays of this kind create patriotic backbone which was necessary and needed for the support of the Democracy engaged in war.

Judge G. H. Dunee of the Exemption Board of California sent reports to the effect that over eight hundred men had come forward asking to be put into the first class service where they could go to work for their country, after seeing this play. This in two weeks time.

I am not writing this to ask any favor, merely to make this slight offering in the hope that it will be of some faint help to you who stand in the breach of the broken walls of the half wrecked world.

Most respectfully yours,

DWG:EK

April 10th 1918.

Mr. Joseph Tumulty,
Secretary to the President,
The White House,
Washington, D.C.

Dear Mr. Tumulty:

I hope I have not troubled the President by attempting to tell him in a small way about the manner in which the little picture play has been received.

I told him, as I am telling you, that the New York Mail said- "Its power to quicken the patriotic pulse is greater than all of the combined propaganda yet undertaken by the allies".

The Western Herald also kindly stated- "It is worth five army corps to the Allied Cause".

The Morning Sun editorial commented to the effect that plays of this kind create patriotic backbone which was necessary and needed for the support of the Democracy engaged in war.

Judge G. H. Dunee of the Exemption Board of California sent reports to the effect that over eight hundred men had come forward asking to be put into the first class service where they could go to work for their country, after seeing this play. This in two weeks time.

I am very anxious that you will be able to spare the time in the near future to see this. Needless to say I very much desire that we will also be honored at some time by the President's viewing it.

Respectfully yours,

DGW:EK

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 10th 1918.

Simplex Precision Machine Co.,
New York City.

Gentlemen:

Please deliver to Mr. Turner, or bearer, two Chicago Lamp Houses, and charge same to Mr. D. W. Griffith, account "Hearts of the World", obliging

Yours very truly,

Manager
"Hearts of the World"

AG:EK

April 10th 1918.

Mr. Stillson,
The Famous-Player Lasky Co.,
120 West 41st St.,
New York City.

My dear Mr. Stillson:

The following are the measurements of the D. W. Griffith film, "Hearts of the World", to be shipped to England through your courtesy:

| | | |
|---|---|---|
| Reel | 1 | 1214 ft. |
| | 2 | 1942 " |
| | 3 | 1977 " |
| | 4 | 2225 " |
| | 5 | 2062 " |
| | 6 | 2337 " |
| | 7 | 1429 " |

Yours very truly,

AG:EK

April 10th 1918.

Lieutenant Gray B. Towler, Q.M.C.,N.A.,
Asst. Quartermaster,
S.C.A.S.,Hazelhurst Field,
Mineola, L. I.

Dear Sir:

Your letter of April 9th, to Mr. Griffith, received and turned over to me. We would be very glad to extend the courtesy of two seats to you, as per request, if you will call at the box office.

Sincerely yours,

AG:EK

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 10th 1918.

Miss Helen Duey,
130 West 45th Street,
New York City.

Dear Miss Duey:

Your letter of April 8th at hand and contents very carefully noted.

Mr. Griffith would be very glad to grant you an interview if time could be arranged. Would you be kind enough to make an appointment by telephone?

Thanking you for the interest manifested, I am

Very sincerely yours,

Manager for D. W. Griffith.

AG:EK

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 2589

# WESTERN UNION DAY LETTER

GEORGE W. E. ATKINS, VICE-PRESIDENT — NEWCOMB CARLTON, PRESIDENT — BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

SEND the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

April 10th 1918.

E. C. Bidwell
4500 Sunset Blvd
Los Angeles Calif

How many copies of Hearts of the World have you completed How many are you completing each week Will need forty prints this spring

D W Griffith

Charge Elliott Co stock & Gest
Century Theatre

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


195 BROADWAY, N.Y.

RECEIVED AT

A62CH 65 NL

APR 11 AM 2 55

FY LOSANGELES CALIF QP

J H T BANZHAF

2 RECTOR ST NEWYORK NY

8686

AS YOU KNOW WAR PICTURE FUNDS EXHAUSTED AND WE HAVE BORROWED FROM FIRST ARTCRAFT TWENTY TWO THOUSAND AND HAVE UNPAID BILLS ON HAND NINETY FIVE HUNDRED DOLLARS THIS MEANS THIRTY ONE THOUSAND FIVE HUNDRED TO BE FINANCED FOR WAR PICTURE SO FAR COST OF ALL COPIES HEARTS OF WORLD BORNE BY STUDIO IF ARRANGEMENTS CAN BE MADE TO PAY FOR SAME WILL HELP OUT WONDERFULLY

E C BIDWELL.

Australian
Prints
Money
Spring

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 2589

# WESTERN UNION
# DAY LETTER

GEORGE W. E. ATKINS, VICE-PRESIDENT | NEWCOMB CARLTON, PRESIDENT | BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

SEND the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

Aprilllth 1918.

J. P. Daly
Clunes Theatre
Los Angeles Calif

Impossible to get music score by twenty ninth. Advise releasing date and shifting to three or four weeks later stop We are still turning thousands away every performance Biggest sensation NewYork has had for years. Regards

Grey

Charge Elliott Comstock & Gest
Century Theatre

Form 2589

# WESTERN UNION
# DAY LETTER

GEORGE W. E. ATKINS, VICE-PRESIDENT | NEWCOMB CARLTON, PRESIDENT | BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

SEND the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

April 11th 1918.

E. C. Bidwell
4500 Sunset Blvd
Los Angeles Calif

First five prints you ship East have in film trunk two thousand foot lengths and reels as you suggest. Will instruct you later how other film is to be shipped. Stop All English copies must be shipped in one thousand foot lengths less reels stop We open Chicago show April twenty second Have print leave there sixteenth If they cannot assure you it will reach Chicago by twenty first send by messenger stop We open Philadelphia April twenty ninth Must have two prints by that time Keep me advised earliest these can be expected.

Grey

Charge Elliott Comstock & Gest
Century Theatre

Form 260

# WESTERN UNION TELEGRAM

GEORGE W. E. ATKINS, VICE-PRESIDENT — NEWCOMB CARLTON, PRESIDENT — BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

**SEND** the following Telegram, subject to the terms on back hereof, which are hereby agreed to

April 11th 1918.

John Leonard
Globe Theatre
Boston Mass

Machines were shipped Wednesday evening by ~~xxxxxxx~~ American Express Be on lookout for same and advise.

Grey

Charge Elliott Comstock & Gest
Century Theatre

Form 260

# WESTERN UNION TELEGRAM

GEORGE W. E. ATKINS, VICE-PRESIDENT — NEWCOMB CARLTON, PRESIDENT — BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

**SEND** the following Telegram, subject to the terms on back hereof, which are hereby agreed to

Day Letter

April 11th 1918.

E. C. Bidwell
4500 Sunset Blvd
Los Angeles Calif

Do not understand what you mean by ten copies You have six hundred thousand feet of film which should allow us at least forty prints eight more of which should be English We will need this many this Spring so go to work with that view

D. W. Griffith

Charge Elliott Comstock & Gest

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT CH 76 BLUE

1918 APR 11 PM 4 33

LOS ANGELES CALIF 1020 P 11

D W GRIFFITH

44 ST THEATRE NEWYORK NY

JIMMIE WANTS TO KNOW WHETHER YOU DESIRE TO USE OLD OR NEW FAREWELL SCENES ALSO DO YOU WANT INSERTED SCENES AT END REEL SEVEN SHOWING FRENCH STOPPING AT MARNE ALSO OLD OR NEW MEETING SCENE IN REEL TWELVE ALSO IS REEL THIRTEEN TO BE ARRANGED NEW OR OLD WAY STOP YOU SAY FORTY COPIES THIS SPRING DOES THIS INCLUDE FRENCH AND BRITISH COPIES IF NOT HOW MANY FOR THEM STOP SHALL LOPEZ TRANSLATE TITLES INTO FRENCH

E C BIDWELL.

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

COUNTER No.

TIME FILED

M

# TELEGRAM

CHECK

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

SEND the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

[DESIGN PATENT No. 40529]

1—676

NIGHT LETTER

To E. C. Bidwell April 11th 191 8

4500 Sunset Blvd Los Angeles Calif

Send Chicago copy panarama scene added Miss Gish on bench bends with panaram on rose panaram up to Miss Gish face then have same insert we have always had After insert panaram down leaving full scene until it fades out panaram down to her feet leaving picture on till fade out Then back to Bob Insert Miss Gish kissing rose until she drops head the last time then full view Bob leaving and finish of scene Will use this in all copies.

Charge Elliott Comstock & Gest D. W. Griffith.

Form 2875

# WESTERN UNION

F689

## ANGLO-AMERICAN DIRECT UNITED STATES

# CABLEGRAM

SS

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Received at 16 BROAD STREET, NEW YORK

NC0320/11 AG

LONDON 31

BANZHAF

2 RECTOR STREET

NYK

DONT UNDERSTAND YOUR CABLE REGARDING LONDON FILM COMPANY

GRIFFITH CABLED ME REQUESTING BEAVERBROOKS

CONSENT TO ALLOW GRIFFITH ORGANISA-TION HANDLE CANDA

WHAT SHALL I DO REGARDS

BENLOCK

PASS T-56

WU CO.

April 11th 1918.

Mr. O. H. T. Oliphant,
The Evening Mail,
25 City Hall Place,
New York City.

Dear Sir:

My most sincere thanks for your beautiful and most welcome tribute to our little play. Our little world is full of troubles, our little childish pathways shadowed with many troublesome clouds and you have certainly played the part of the sun, the silver lining and all the various roles pertaining to brightness and good cheer.

I ask you to accept my sincere thanks and my heartfelt best wishes.

Most respectfully yours,

DWG:EK

April 11th 1918.

Mr. Charles Darnton,
The Evening World,
63 Park Row, New York.

Dear Sir:

When I tell you that your most kindly review gave me more happiness than anything I believe that I have ever read concerning any of my work, I want you to believe me. I could perhaps convince you of the truth of this, if I could bore you by explaining the long months of anxiety and disappointments and various troubles that I have been through in connection with this production.

We go against a perfect barrage of hostility when we attempt to put picture plays in the theatres at regular theatrical prices, and, believe me, your support was most welcome. Perhaps it might be some satisfaction for you to know that the people are responding very generously to it in their patronage, much more to this than even the "Birth of a Nation".

I hope I have not seemed overfullsome in this, but I cannot tell you what it meant to me. I would very much like to, should I ever meet you in person.

Most cordially yours,

DWG:EK

April 11th 1918.

Mr. Stillson,
The Famous-Players Lasky Co.,
120 West 41st Street,
New York City.

My dear Mr. Stillson:

The following is the correct footage of the D. W. Griffith "Hearts of the World" for England, which you have kindly consented to ship for us.

| | | |
|---|---|---|
| Reel 1- | 1198 | ft. |
| 2- | 1040 | " |
| 3- | 976 | " |
| 4- | 1122 | " |
| 5- | 1115 | " |
| 6- | 818 | " |
| 7- | 612 | " |
| 8- | 1052 | " |
| 9- | 976 | " |
| 10- | 1090 | " |
| 11- | 882 | " |
| 12- | 1035 | " |
| 13- | 1188 | " |

Will you be kind enough to advise me what boat this is shipped on.

Thanking you for your trouble, I am

Very truly yours,

AHG:EK

April 11th 1918.

Mrs. W. E. Burlock,
The Stratfield,
Bridgeport, Conn.

Dear Mrs. Burlock:

Your note of the 10th requesting seats for "Hearts of the World" received. We will be pleased to furnish you two or three seats for any matinee next week. Please present this letter to the box office.

Yours very truly,

AHG:EK

April 11th 1918.

Mr. Frank Gardner,
Irish Electric Co.,
130 West 32nd Street,
New York City.

Dear Sir:

Please do not fill any orders for the Hearts of the World Company without an order from Mr. Turner or myself. By giving this your attention, you will oblige

Yours very truly,

AHG:EK

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

CABLE CABLE

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

April 12th 1918.

WILLIAM E BURLOCK

CARE DRURY LANE THEATRE

LONDON ENGLAND

GRIFFITHS CABLE AND MINE REGARDING CANADA SAME PROPOSITION GRAHAM ZUKORS LONDON REPRESENTATIVE GOES TO AUSTRALIA MONTH THEREFORE COMSTOCK GEST SHOULD ALSO HANDLE AUSTRALIA AS SPEEDY RELEASING VITAL SEE LONDON FILM COMPANY REGARDING SUIT ADVISE REGARDING CANADA AUSTRALIA

A H T BANZHAF

#2 Rector Street
New York City

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

April 12th 1918.

Claude Saunders
Room 611- Schiller Building
Chicago Ill

Can offer management Chicago engagement at eighty five dollars per week Answer immediately Majestic Theatre Boston giving your permanent address.

Grey

Charge Elliott Comstock & Gest
Century Theatre

Form 1204

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

**RECEIVED AT 54 WEST 45TH STREET, NEW YORK** ALWAYS OPEN

B90 NY ANZ 25

FY LOSANGELES CALIF APL 1216PM 9 1918

D W GRIFFITH

511 44 ST THEATRE

MAILING SPECIAL DELIVERY TO YOU FORTY FOURTH STREET THEATRE TWO COPIES CORRECTED INSERT MISS GISH IN LOCKET ALSO MAILING TWO COPIES TO BURLOCK WITH INSTRUCTIONS

E C BIDWELL

417PM

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | X |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.

Check

Time Filed

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

April 12th 1918.

E. C. Bidwell
4500 Sunset Blvd
Los Angeles Calif.

I want old farewell scenes used Do not use scenes of French stopping at Marne The old meeting place scene in reel twelve is used Reel thirteen to be ~~xxxx~~ arranged as decided on in LosAngeles and playing in LosAngeles when I left which is same as NewYork copies I believe There will be no special copies made for France till I return but eight more British copies will be needed as quickly as possible.

D. W. Griffith

Charge Elliott Comstock & Gest
Century Theatre

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | X |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1206

Receiver's No.

Check

Time Filed

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

April 12 1918

E C BIDWELL
GRIFFITH STUDIO 4500 SUNSET BOULEVARD
LOS ANGELES CALIFORNIA

HAVE REQUESTED ZUKOR TO INSTRUCT GARBUTT TO ADVANCE TEN THOUSAND FOR HEARTS OF WORLD ACCOUNT ADVISE IF YOU DO NOT RECEIVE IT IF YOU HAVE REMOVED NEGATIVES BIRTH AND INTOLERANCE FROM BANK YOU SHOULD HAVE NOTIFIED BOTH BY WIRE ON ACCOUNT OF FIRE INSRUANCE ADVISE REGARDING THIS ANSWER MY WIRE REGARDING TOTAL SUMS ADVANCED BY GRIFFITH TO WAR PICTURE SINCE HIS ARRIVAL AT COAST OVER AND ABOVE ONE HUNDRED AND EIGHTY THOUSAND RECEIVED FROM ARTCRAFT SHOULD ALSO INCLUDE XXX AMOUNTS TAKEN FROM ACCOUNT D-1 FOR WAR PICTURE IN OTHER WORDS COST OF PRODUCTION TO DATE

BANZHAF

2 Rector Street, New York City.

April 12th 1918.

Mrs. Anna Bitzer,
1182 Clay Ave.,
New York City.

Dear Madame:

Your note of the 11th requesting passes for "Hearts of the World" received. We will be glad to extend the courtesy of two seats any matinee next week.

Yours very truly,

AHG:EK

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

April 12th 1918.

Mr. Campbell Basad,
La Follette Theatre,
Chicago, Ill.

Dear Sir:

Please engage the following orchestra:

4 1st violinists
2 2nd "
2 violas
2 cellos
2 bass
1 harp
1 flute
1 oboe
2 clarinetses
1 basoon
2 French horns
3 trumpets
2 trumbones
1 tuber
2 drummers

The following must be first class men for solo work:

1 violinist cello
harp trumpet

Yours very truly,

AHG:EK

Manager for D. W. Griffith.

April 12th 1918.

To His Excellency,
President of the United States,
Executive Mansion,
Washington, D. C.

Dear Mr. President:

I am sure that you will be glad to know that the little play, about which I spoke to you on my return from the battlefields in France, seems to be in a way accomplishing the purpose for which it was intended.

The New York Mail has said- "Its power to quicken the patriotic pulse is greater than all of the combined propaganda yet undertaken by the allies".

The Western papers have been unanimous in fullsome praise of it as propaganda, the "Times" stating it is worth five army corps. Other papers commented after a similar manner.

The Morning Sun editorial commented to the effect that plays of this kind create patriotic backbone which was necessary and needed for the support of the Democracy engaged in war.

Judge G. H. Dunee of the Exemption Board of California sent reports to the effect that over eight hundred men had come forward asking to be put into the first class service where they could go to work for their country, after seeing this play. This in two weeks time.

I am not writing this to ask any favor, merely to make this slight offering in the hope that it will be of some faint help to you who stand in the breach of the broken walls of the half wrecked world.

Most respectfully yours,

DWG:EK

April 12th 1918.

Mr. Joseph Tumulty,
Secretary to the President,
The White House,
Washington, D. C.

Dear Mr. Tumulty:

I hope I have not troubled the President by attempting to tell him in a small way about the manner in which the little picture play has been received.

I told him, as I am telling you, that the New York"Mail"said- "Its power to quicken the patriotic pulse is greater than all of the combined propaganda yet undertaken by the allies".

The Western papers have been unanimous in fullsome praise of it as propaganda, the "Times" stating it is worth five army corps. Other papers commented after a similar manner.

"The Morning Sun" editorial commented to the effect that plays of this kind create patriotic backbone which was necessary and needed for the support of the Democracy engaged in war.

Judge G. H. Dunee of the Exemption Board of California sent reports to the effect that over eight hundred men had come forward asking to be put into the first class service where they could go to work for their country, after seeing this play. This in two weeks time.

I am very anxious that you will be able to spare the time in the near future to see this. Needless to say I very much desire that we will also be honored at some time by the President's viewing it.

Respectfully yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

DWG:EK

April 12th 1918.

Mr. W. E. Burlock- -3-

P.S. Finish of picture has Bobby and Miss Gish holding American flag instead of the British. I am sending you a correct copy of this which will show them holding the British flag.

The advertising picture- I am sending you separate one with George Lloyd, as I do not suppose you want to use this in England. I do not think it would be good policy.

They claim the music explains itself in such a way that they cannot possibly make a mistake. However, I do not believe this is true and imagine that we should send a musician over. The music will not be ready for shipment before next week. All the opening parts should be played so softly to be barely heard in the rear, particularly all the love and sentimental scenes. Of course, in the battle scenes, forte. In the last climax, shown after subtitle, you must surely die out. Where Miss Gish is trying to get Bobby to kill her to save them from the enemy, cut loose with the full brass of the orchestra. From there on she goes forte till after bomb is thrown. Be particularly careful about playing the Marseillaise too forte at opening. We slide into it so as not to get the audience to stand, which spoils the climax. I suppose, of course, you will want to play "God Save the King" at the end. I am not willing to change any scenes in the picture excepting this last, if there is too much of the American flag at the finish, and I would be willing to allow them to eliminate those scenes if they wish.

You will need at least five or six days rehearsal, night and day, no matter what your man will say at first, in order to get the music to fit the picture, as it is much trickier than "Intolerance" and the "Birth". Without the music, the picture is only half a picture. We have had columns written about the music score and the maestro of the Metropolitan Opera wrote us yesterday that it was a revelation. As for the common people, they holler their heads off about it, particularly the sweet, tender parts through the love scenes. The love theme that goes through is the same one you heard in the West, some strains of which they used in "Romance". I have heard it is taken from the opera and we have as much right to use it as they. You had better go through the score carefully, as you heard it in the West, and be sure they are not playing a battle theme while a love scene is on.

As I wired you, all the press say it is bigger than all the propaganda since the war began, not only to stir up the people to bring home what they might suffer should the Huns win, but to create a better feeling between France, England and America. When we first began to show the picture, the British received very little applause, but at the end of two weeks it had won the town over to a kinship with

MUSEUM OF MODERN ART FILM LIBRARY

England. If Beaverbrooke would like to have it investigated, we can give him ample proof to this effect. According to the authorities, it has done more toward doing away with that little prejudice still shown against the mother country than all the stuff that has been written since the War of Independence. What they see, they believe.

In repeating about Brennon's film, I want to impress upon you that Brennon and the crowd are exceedingly anxious to see our film. It is very important that this should not happen. No one is to see it except those directly interested, until its public presentation. Moving picture people use their own brains for stories and ideas and I have none to spare. You can find plenty of reasons for keeping the film in your own possession, by saying it is not finished, or the like. Particularly Jury would like to show it off and will doubtless be the easy means by which they would be able to get a view of it. The opening part of the play, as I have told you, goes as well as any other.

As they do not know you have received the print, would say nothing about it until you get the music. This will insure no one getting a change to see it. Will not be able to ship the music before the latter part of next week, so merely keep this to yourself until music and all arrive.

Sincerely yours,

DWG:EK

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

COUNTER No.

# CABLEGRAM

TIME FILED

M

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this cablegram subject to the terms and conditions printed on the back of this blank.

10 / 25392

CHECK Deferred

DESIGN PATENT No. 40529

ROUTE VIA

*Send the following Cablegram, ~~without repeating~~, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.*

April 13th 1918.

*To* Lord Beaverbrooke
Drury Lane Theatre

*19*

Account conscription war conditions needs a week ~~wxx~~ to do what formerly were able to ~~do~~ accomplish in days ~~[illegible]~~ time Also this is not ~~[illegible]~~ program picture but effects must be gotten by hand work Am sending you two copies Other eight as soon possible You will not need others till several weeks after London anyhow to give time for companies and advertising Music score is intricate and heavy as opera Cannot be copied or handled in few days time Music is important as picture itself Do not complain as I could easy cut out stuff I got abroad without hurting picture Had to do ~~[illegible]~~ most of it here as you will see You have all best of bargain Kindly be

The sender will please read the conditions on back and sign name and address thereon for reference.

The Postal Company's system reaches all important points in the United States and British America, and via Commercial Cables, all the world.

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

COUNTER No.

CABLEGRAM

TIME FILED

M

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this cablegram subject to the terms and conditions printed on the back of this blank.

10 / 25392

CHECK

DESIGN PATENT No. 40529

ROUTE VIA

*Send the following Cablegram, without repeating, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.*

*To*

*19*

reasonable Am doing best I can Regards

Griffith

Charge Elliott Comstock & Gest
Century Theatre

The sender will please read the conditions on back and sign name and address thereon for reference.

The Postal Company's system reaches all important points in the United States and British America, and via Commercial Cables, all the world.

Form 1207

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | X |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

April 13th 1918. 191

To Theo Newman

Street and No. Clunes Auditorium

Place Los Angeles

Have been too busy with Eastern productions Have spoken to Zuckor and friends They seem to think Western territory will have to be handled from the East Under Morris Gest who is handling picture insists on this The only possi le opportunity there might be for an outright sale but they do not take seriously offer of sixty five thousand for three states mentioned Will be in LosAngeles next week Picture is sensation in NewYork About the only thing doing real business Turning them away at every performance rain or shine Speculators reaping harvest ~~Regards proving your a~~ good picker Regards

D. W. Griffith

SENDER'S ADDRESS FOR ANSWER

Charge E. E. Gest Theatre

SENDER'S TELEPHONE NUMBER

Form 1207

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | X |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

April 13th 1918

To Miss Grace Kingsley

Moving Picture Editor

Street and No. Los Angeles Times Los Angeles Calif

Place

Too busy watching blase NewYorkers fighting to get in a regular theatre to see moving pictures to think of any new angle. Is true I expect to do six pictures for the Art Craft people. Terrible sleet snow and rain in NewYork has not troubled anyone around ~~here~~ our theatre except forcing the ticket speculators to buy large umbrellas as they shelter cynical NewYorkers tremblingly eager to buy a made in LosAngeles production.

D. W. Griffith

Charge Elliott Comstock Gest

SENDER'S ADDRESS FOR ANSWER  Century Theatre

SENDER'S TELEPHONE NUMBER

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

April 13th 1918.

Henry Walthall
412 B South Alvaro Street
Los Angeles Calif

Am returning LosAngeles Sunday Am sure we can make arrangements for something if we can get together on salary Regards

D W Griffith

Charge Elliott Comstock & Gest
Century Theatre

**Sixteen Gramercy Park**

13 Apri 1918

Mr. D.W. Griffith
c/o Albert H.J. Banzhaf
2 Rector St. City

*The Committee acknowledges with much pleasure the receipt of your contribution of* $25.
*to the Edwin Booth Memorial Fund and desires to thank you for it.*

Howard Kyle
Treas.

Paid D.W. Griffith check
no. 121 on Apr. 11, 1918.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT

1918 APR 15 PM 2 45

War picture

735

Q150CH 41 BLUE

FU LOSANGELES CALIF 1036A 15

D W GRIFFITH

44 ST THEATRE NEWYORK NY

ARTCRAFT HAS GIVEN ME CHECK REIMBURSING FOR SECOND THREE HUNDRED THOUSAND FOOT LOT POSITIVE WHICH YOU ORGINALLY PAID FOR PERSONALLY SHALL I DEPOSIT CHECK YOUR PERSONAL ACCOUNT OR TO STUDIO ACCOUNT TO APPLY ON FUNDS BORROWED FROM ARTCRAFT FOR WAR PICTURE

E C BIDWELL.

Form 1220

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 195 BROADWAY, N.Y

318A US 104 NL

LOSANGELES CALIF APL XX 15 16

9385

MR A H T BANZHAF

2 RECTOR ST NEW YORK

COST OF PICTURE TO DATE AS FOLLOWS ADVANCED BY GRIFFITH NINETY SIX THOUSAND SIX HUNDRED TWENTY DOLLARS FORTY SIX CENTS GRIFFITH CORPORATION FORTY TWO THOUSAND THREE HUNDRED NINETY SEVEN DOLLARS SIXTY CENTS ARTCRAFT FAMOUS PLAYERS ONE HUNDRED THREE THOUSAND SIX HUNDRED TWENTY DOLLARS OVERDRAFT FROM D ONE TWENTY TWO THOUSAND EIGHT HUNDRED TWENTY FIVE DOLLARS EIGHTEEN CENTS UNPAID BILLS NINE THOUSAND TWO HUNDRED FORTY TWO DOLLARS SEVENTY CENTS TOTAL TWO HUNDRED SEVENTY FOUR THOUSAND SEVEN HUNDRED FIVE DOLLARS NINETY FOUR CENTS STOP THESE FIGURES NECESSARILY APPROXIMATE IN FEW INSTANCES BUT CAN MAIL YOU CORRECT TRIAL BALANCE LATER IN WEEK AFTER AUDITOR HAS COMPLETED CHECKING

E C BIDWELL

615AM

Griffith 96650.46
Paramount 42397.60
Artcraft 103620.—
W-1 22825.18
Unpaid 92420.70

274705.94

42397.60

32630.60
9539.75
42170.35

MAIN 1706
14501

Clune
THEATERS COMPANY
~~[illegible] NORTH BROADWAY~~
LOS ANGELES
8TH FLOOR KNICKERBOCKER BLDG.
643 SO. OLIVE ST.

April 15, 1918.

Mr. D.W.Griffith, (Personal- Special Delivery)
c/o Epoch Producing Corp.,
Longacre Bldg. 42nd & Broadway
New York N.Y.

Dear Sir:

The daily reports of business done by "HEARTS OF THE WORLD" at Clune's Auditorium Theater, for the fifth week, ending Saturday night, April 13th, were as follows:

| Date- | Day | Matinee | Evening | Total |
|---|---|---|---|---|
| Apr. 8 | Mon. | 362.00 | 916.00 | 1278.00 |
| 9 | Tues | 378.25 | 1074.50 | 1452.75 |
| 10 | Wed | 542.50 | 1330.50 | 1873.00 |
| 11 | Thur | 554.00 | 1222.75 | 1776.75 |
| 12 | Fri. | None | 1305.25 | 1305.25 |
| 13 | Sat. | 1063.50 | 1606.75 | 2670.25 |

Total for week - - - - - - - - - - $10,356.00

There was no matinee on Friday afternoon on account of the Symphony Concert.

Yours very truly,

CLUNE THEATERS COMPANY

PER [signature]

WHC/EKB.

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

April 16 1918

E C BIDWELL
CARE GRIFFITH STUDIO 4500 SUNSET BOULEVARD
LOS ANGELES CALIFORNIA

YOUR WIRE TO GRIFFITH REGARDING CHECK RECEIVED SUGGEST YOU DEPOSIT FUNDS TO STUDIO ACCOUNT FOR PROGRAM PICTURES YOUR NIGHT LETTER NOT CLEAR REGARDING FUNDS ADVANCED BY GRIFFITH WIRE ME TOTAL COST OF WAR PICTURE SINCE GRIFFITHS ARRIVAL AT COAST INCLUDING OUTSTANDING BILLS HAVE YOU FORWARDED WEEKLY STATEMENTS AND VOUCHERS FROM CLUNES AUDITORIUM WHICH I WIRED FOR SOME TIME AGO IF NOT DO SO AT ONCE

BANZHAF

#2 Rector Street,
New York City.

HOLLYWOOD 2800 HOME 57001

# D. W. GRIFFITH STUDIO

4500 SUNSET BOULEVARD

LOS ANGELES, CAL., April 16, 1918.

Mr. A. H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:

I am enclosing herewith a letter received from the Register of Copyrights at Washington, D.C.

I have not yet sent a copy of the picture to Washington because any copies we have had have been so badly needed for exhibition and they would probably keep it four or five weeks. Will you advise me how to handle this matter.

With best regards, I am

Very sincerely yours,

E. C. Bidwell

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

War Picture

April 16th 1918.

Mr. Herbert S. Clark,
Room 702,
#729 Seventh Avenue,
New York City.

My Dear Mr. Clark:

I enclose herewith check to your order for $394.00 for all rights to 137 feet Negative Film and 120 feet Positive Film, German War Pictures.

Kindly receipt the within bill and return to me at once.

Very truly yours,

AHTB/D

E.W. SMITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

New York, April 17,1918.

Mr. D.W.Griffith
En Route, Train #7
Salt Lake Route, West Bound
Salt Lake City, or
Milford, Utah

Sunday Total Twenty two seventeen Monday total eighteen hundred thirty one Tuesday total eighteen hundred thirty nine Both days very warm. Understand Boston had great and enthusiastic opening Best regards

Benzhaf

Charge to
D.W.Griffith
personal acct.

War Picture

April 17th 1918.

Mr. Roger C. Walker,
National War Work Council,
Y. M. C. A.,
#124 East 28th Street,
New York City.

Dear Sir:

Your favor of the 14th inst. addressed to Mr. Griffith relative to exhibiting picture "Hearts of the World" at Camp Upton has been referred to me for attention. Beg to advise that Mr. Griffith left for the Coast on Sunday last and therefore cannot personally answer your letter, and wish also to state that owing to the limitation of prints of this picture, it would be impossible to meet with your request.

The British War Department is being delayed to receive the ten prints which they have under contract, and we are barely able to get prints ready and deliver them in time to meet the contract openings in the Cities where the picture is to be shown, and Mr. Griffith's factory is working overtime in order to furnish the necessary copies in time for these performances.

It may be, however, that after we have a number of surplus prints on hand that arrangements could be made to show the picture at the Camp, but I fear that will not be for some time in the future.

Regretting that it would be impossible to show this picture at the Camp at present, I remain

Very truly yours,

AHTB/D

ADDRESS OFFICIAL COMMUNICATIONS TO STATE TAX DEPARTMENT

STATE OF NEW YORK

STATE TAX COMMISSION
WALTER H. KNAPP, President
RALPH W. THOMAS
JOHN J. MERRILL

CORPORATION TAX BUREAU
NEWELL W. CANFIELD
Acting Deputy Commissioner

# TAX DEPARTMENT

ALBANY

April 17, 1918.

David W. Griffith Corp.
2 Rector St.
N. Y. City

Gentlemen:

Your corporation has reported on form 42. It should have reported on form 3 IT herewith. It is no longer taxable upon its capital stock under section 182 of the tax law.

Respectfully yours,
STATE TAX DEPARTMENT
By

Commissioner.

NWC/BLS.

At water 50 —

Handy 70 ~~11~~

Ulric 60.

$180

244 46

44 72

138. 79 94

29.45 296 95

101 74

100 15

$867,96

18000

104796

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 2

# WESTERN UNION TELEGRAM

GEORGE W. E. ATKINS, VICE-PRESIDENT — NEWCOMB CARLTON, PRESIDENT — BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

**SEND** the following Telegram, subject to the terms on back hereof, which are hereby agreed to

April 18th 1918

To D W GRIFFITH

HOTEL ALEXANDRIA LOS ANGELES CALIFORNIA

WEDNESDAY VERY WARM MATINEE FOUR HUNDRED NINETY THREE

EVENING TWELVE SEVENTY EIGHT TODAY MATINEE FIVE EIGHTY

ONE BOSTON NOTICES GREAT REGARDS

BANZHAF

#2 Rector Street, N.Y.C.

SENDER'S ADDRESS FOR ANSWER — SENDER'S TELEPHONE NUMBER

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT 16 BROAD ST. N.Y. 1918 APR 18 PM 3 08

B408CH 30 BLUE

FY LOSANGELES CALIF 1050A 18

A H T BANZHAF 2323

NO 2 RECOTR ST NEWYORK

GARBUTT SAYS NO INSTRUCTIONS FROM ZUKOR ABOUT

EXTRA FUNDS FOR WAR PICTURE

SEE NIGHTLETTER FOR CORRECTED FIGURESS COST OF PICTURE MY

PREVIOUS WIRE INCLUDED TOTAL COST LOSANGELES NEWYORK AND EUROPE

E C BIDWELL.

New York City,
New York.
April 19, 1918.

Mr. Albert Banzham,
2 Rector Place,
New York City, N. Y.

Dear Mr. Banzham:-

Received your check for $394.00 this morning and am enclosing receipt. Please accept thanks for same.

Very truly yours,

Herbert S. Clark.

HSC/DH
Dictated 4/17

Paid Dw. & Corp. Check
No. 123

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT BROAD ST. N.Y.

1918 APR 20 AM 9 46

G
136CH 207NL 1 76

LOSANGELES CALIF 19

A H T BANZHAF 902

2 RECTOR ST NEWYORK NY

AFTER CAREFUL THOUGHT ON TRAIN THINK IF POSSIBLE WE SHOULD MAKE SALES OF TERRITORY UP TO DEFRAYING COST OF PICTURE AT ONCE BEING SURE TO MAKE SUCH CONTRACTS AS THEY WILL NOT BE ABLE TO PEDDLE IT AT TEN CENTS AT ANY TIME SHERMAN IS MAKING OFFER TO ZUKOR THINK WE SHOULD GET TWO HUNDRED THOUSAND CASH FOR THIS TERRITORY UNLESS GEST CAN DO SOMETHING ABOUT COLUMBIA AT FRISCO THINK BETTER MERELY ALLOW HIM HIS COMMISSION


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT

1918 APR 20 AM 9 46

G136H SHEET T 3/100

AND NOT HAVE SALARIES PAID HIM FOR COAST COMPANY WE CAN BOOK IT AS WELL OR BETTER HERE THAN FROM EAST AS THROUGH SMALL TOWNS HIS SALARY WOULD EAT UP PROFITS ALARMINGLY CONFER SERIOUSLY WITH ZUKOR THIS MUST BE WATCHED AS SMALL TOWNS IN EAST WOULD ALSO SUFFER COULD NOT STAND HOLDING THIS SALARY DO NOT SHOW THIS WIRE TO ZUKOR AS HE TELLS EVERYTHING TO GEST AND OTHERS BUT STRAIGHTEN THIS MATTER OUT AND WIRE ABOUT BOOKING AT ONCE HAVE YOU SHIPPED COPIES TO ENGLAND HAS MUSIC GONE TO LONDON YET URGENT ONE COPY AT LEAST BESIDES TWO PRINTS

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

**RECEIVED AT**

1918 APR 20 AM 9 46

G136CH SHEET THREE 3/31

FOR EACH CITY WE HAVE FOUR EXTRA COPIES PICTURE ON HAND CAN TURN THEM OUT AT RATE OF ONE A DAY FROM NOW ON SO YOU ARE WELL SUPPLIED WITH PRINTS

D W GRIFFITH.

Western Conference
Expenses

$30.000.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1220

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT 195 BROADWAY, N. Y.

T2GS ANK 152 NL

LOSANGELES CAL APL 20 1918

8666

A H T BANZHAF

2 RECTOR STREET NEWYORK NY

RECEIVED FOLLOWING TELEGRAM AT A MEETING OF SEVERAL HUNDRED REPRES-
-SENTATIVE OF THE MOTION PICTURE INDUSTRY HELD ON NEWYORK ROOF
YESTERDAY YOU WERE UNANIMOUSLY ELECTED AS CHAIRMAN OF COMMITTEE TO
ORGANIZE DIRECTORS TO ASSIST IN SALE OF LIBERTY LOAN BONDS
RITA JOLIVET WAS CHOSEN TO ORGANIZE ALL ARTISTS FOR SAME
PURPOSE BIG RALLY OF DIRECTORS AND ARTISTS TO BE HELD
PLAYHOUSE NEXT SUNDAY FOUR THIRTY JUST LEARNED YOU ARE ENROUTE
TO COAST WILL YOU ACCEPT APPOINTMENT DOING WHAT YOU CAN
IN CALIFORNIA TO AID CAUSE AUTHORIZING YOUR NAME HERE DESIGNATING
SOME ONE TO REPRESENT YOU AS VICE CHAIRMAN COMMITTEE IN
THE EAST AWAIT TELEGRAPHIC REPLY SIGNED WILLIAM A BRADY CONFER
WITH LLOYD SEE WHAT ACTION WE SHOULD TAKE KEEFE HAS WIRED
THEM MR GRIFFOTH AIS IN CATALINA FOR A WEEK DO
NOT IMAGINE THE DIRECTORS WILL GET MUCH MONEY THINK BEST
TO SIDE STEP IF CAN BE DONE SAFELY WHAT DO
YOU ADVISE

D W GRIFFITH 345AM

War Picture

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

April 20 1918.

D W GRIFFITH
ALEXANDRIA HOTEL LOS ANGELES CALIFORNIA

THURSDAY NIGHT THIRTEEN HUNDRED AND FOUR FRIDAY MATINEE THREE EIGHTY SEVEN NIGHT THIRTEEN HUNDRED AND TWENTY FOUR CANNOT UNDERSTAND DROP MATINEES EXCEPT LOAN DRIVE NIGHTS KEEP UP GEST NEGOTIATING WITH SHERMAN BROWN FOR TERRITORY WEST OF MISSISSIPPI INCLUDING WISCONSIN BUT EXCEPTING CALIFORNIA BASIS THREE HUNDRED THOUSAND CASH BROWN MUCH INTERESTED THIS PROPOSITION BETTER THAN SHERMANS AND I BELIEVE MORE RELIABLE WILL ADVISE LATER REGARDING OTHER MATTERS REGARDS

BANZHAF

#2 Rector Street N/Y.C.

(n.d. 4/20/18 file)

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Day Message | |
| Letter | |
| Night Message | ✓ |
| Night Letter | X |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

David W. Griffith Hotel Alexandria
Los Angeles Calif

Sunday matinee Eight hundred sixty Night
Thirteen ninety three Monday Fourhundred
eighty six night twelve seventy Stop
Charge to cost of War picture four weeks
Studio expense Union agreen
Pay Los Angeles funds to Garbart
he to advance you necessary
funds in addition to weekly
payments up to thirty thousand

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

for Arlcrafts settlements can be made later. Get still negotiating with Brown London mine not ready until week from Friday both films ready for ship must have on first separate boats Get goes Chicago tomorrow

Banzhaf

Charge D W Griffith

(1)

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Telegram | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Telegram | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 195 BROADWAY, N.Y.

T47GS ANK 28 NL

LOSANGELES CAL APL 21 1918

A H T BANZHAF 9321

2 RECTOR STREET NEWYORK

HAVE LLOYD GET INTERVIEW DONE THREE MONTHS AGO OF GISH GIRLS SENT TO OFFICE GET ALL THIS MATERIAL TO GEST TO BOSTON CHICAGO AFRAID FINE MATERIAL BEING NEGLECTED

D W GRIFFITH 611AM

(2)

Form 1220

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


195 BROADWAY, N.Y.

RECEIVED AT

T26GS ANK 194 NL

LOSANGELES CAL APL 21 1918

A H T BANZHAF

9286

2 RECTOR ST NEWYORK NY

FINANCIAL MATTERS ARE IN VERY BAD MUDDLE HAVE RECEIVED ONE HUNDRED TWENTY THOUSAND ON FIRST ARTCRAFT HAVE ONLY THIRTY THOUSAND CASH ON HAND HAVE BORROWED TWENTY TWO THOUSAND FROM ARTCRAFT FOR WAR PICTURE BUT BESIDES THIS AM CHARGING LAST FOUR WEEKS ENTIRE STUDIO EXPENSE TO WAR PICTURE THIS TIME IN EXPLOITATION WHEN NOTHING WAS BEING DONE WHILE I WAS IN NEWYORK AND LOSANGELES WHICH WOULD ADD ABOUT TWENTY SIX THOUSAND MORE TO WAR PICTURES EXPENSE HAVING BEEN BORROWED FROM ARTCRAFT FUND SPOKE TO ZUKOR ABOUT CHARGEING THIS TO WAR PUCTURE HE SAID WAS ALL RIGHT DO NOT THINK I SHOULD ADVANCE THESE LAST FOUR WEEKS SEE NO REASON WHY IT CANNOT BE TAKEN FROM EXHIBITION FUNDS AS IT WAS MY TIME IN HANDLING EXHIBITION AND EXPLOITATION THINK THIS ONLY WAY TO ADJUST THIS MATTER AS OTHERWISE DO NOT SEE HOW I AM TO GET MONEY TO PUT ON FIRST ARTCRAFT SECOND ARTCRAFT IS EASY AND CAN BE DONE IN FIVE OR SIX WEEKS NECESSARY TO CARRY THIS FACTORY AND STUDIO EXPENSE AND CAN BE HANDLED BY DOING QUICK WORK ONLY WHICH I SHALL DO FOR ARTCRAFT HAVE ABOUT THIRTY THOUSAND PROFIT FROM EXHIBITION HERE

D W GRIFFITH 5 AM

(3)

Form 1220

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT 195 BROADWAY, N.Y.

T25GS ANK 122 NL

LOSANGELES CAL APL 21 1918

A H T BANZHAF 9280

NO 2 RECTOR ST NEWYORK

BY ALL MEANS ACCEPT THREE HUNDRED THOUSAND FOR TERRITORY MENTIONED WOULD ADVISE LETTING HIM HAVE UNTOUCHED CALIFORNIA TERRITORY ALSO URGE BY ALL MEANS GETTING OUT FROM UNDER THIS HEAVY COST EVEN AT SEEMING SACRIFICE SHOW THIS SZUKOR SURGE ACTION I NEED MONEY GET RECEIPTS BIRTH THIS TIME YEAR ALSO SUMMER UNTIL NOVEMBER FOR COMPARISION SHOW ZUKOR SEND ME ABOUT NINE THOUSAND THIS WEEK HERE GOOD ABOUT THREE OR FOUR MORE WEEKS THINK FORTY OR FIFTY THOUSAND PROFIT BEATS BIRTH CONSISTENTLY EVERY WEEK REPEATS WELL WILL DO RETURN AT CHEAPER THEATRE BEAVERBROOK THREATENING ABOUT MUSIC PRINTS SEND LEAST ONE COPY MUSIC THEY CAN MAKE OTHER COPIES THERE WE NEED MUSIC SO WE CAN GET TO CAMPS AND GOOD TERRITORY BEING NEGLECTED IN WEST

D W GRIFFITH 445PM

INDUSTRIA - COMMERCIO
IMPORTAZIONI
ESPORTAZIONI

**FILMS CINEMATOGRAFICHE**

= AGENZIA IN =
LONDRA W
Oxford House 9-15 Oxford Street

Esclusività per l'Italia

Spettacolo di eccezione di D. W. GRIFFITH

Concessionario per l'Italia
delle Case americane:

FAMOUS PLAYERS'

JESSE L. LASKY

Esercizio Cinematografi
CINEMA BORSA

TORINO
Via Roma, 25

BOLOGNA
Via Indipendenza, 22

33-47 - TELEFONI - 20-94

# TEATRO - FILMS

DOMENICO CAZZULINO
VIA ROMA, 20 - TORINO
Telegr.: CAZZULINO - Torino Telef. interc. 60-01

Raccomandata

Lì 21 Aprile 1918

SPETT. WARK PRODUCING CORRORATION

DI LONG ACRE - NEW-YORK

L O N D O N
10 BURY STREET ST. JAMES

Il signor Donada di telegrafia come segue:

BURLOCK PREGAMI TELEGRAFARVI CHE DEVE RICEVERE DENARI CAMBIALE ENTRO QUINDICI GIORNO STOP NON POSSO OTTENERE ASSOLUTAMENTE CONDIZIONI MIGLIORI SCRIVOVI SALUTI.

Non vi nascondiamo che il telegramma del signor Donada ci ha assai meravigliati.

Vi abbiamo scritto due lettere di protesta sulle copie di INTOLERANCE inviateci, le quali presentavano diffetti enormi, e non erano assolutamente conformi al campione, il quale a sua volta differiva già dalla copia che il signor Cazzulino vide a Londra al Teatro DRURY LANE ed in base alla quale fece il contratto.

Voi per tutte risposta ci chiedete il pagamento della somma che noi vi contestiamo entro quindici giorni, senza nemmeno degnarvi di notare i nostri reclami.

Noi non possiamo assolutamente accettare queste condizioni e vi confermiamo tutto quanto già abbiamo scritto a voi in merito di questo affare.

Vi confermiamo pure che noi abbiamo preso tutti i provvedimenti per sostenere le nostre ragioni anche in una causa, qualora voi lo desideriate.

Di conseguenza sta a voi di farci una equa proposta di amichevole accomodamento.

Noi abbiamo telegrafato al signor Donada nel modo seguente:

CONFERMO MIE PRECEDENTI PROTESTE ATTENDENDO PROPOSTE CONFORMI MIE LETTERE STOP DISPOSTO EVENTUALMENTE ACCETTARE TRANSAZIONE FORFAIT PER ITALIA SPAGNA PORTOGALLO EGITTO GRECIA PAGAMENTO CONTANTI CONTRO CONSEGNA SETTE COPIE

Questa è un'ultima via di accomodamento che noi vi proponiamo, e vi preghiamo di volerla apprezzare.

Se voi siete disposti ad accordarci una transazione per il contratto dell'Italia, accordandoci in pari tempo l'Esclusività per la SPAGNA PORTOGALLO EGITTO & GRECIA, stabilendo una cifra unica a forfait, comprese sette copie della films, noi potremo vedere, se la cifra sarà possibile, di accettarla e definire così questo affare.

G. P. E. - TORINO - CORSO S. MAURIZIO 65

TEATRO FILMS
TORINO

*Segue Lettera del* 21 Aprile 1918 *al Sig.* Wark PRODUCING COPROTATION

*Foglio N.* 2

Per voi sarebbe conveniente, perché avreste ben collocata la vostra film per quelle Zone, mentre per noi, abbinando i due affari, potremo trovare una via di scampo, accollando a questi nuovi Paesi una parte del danno avuto in Italia ( e che è fortissimo ) e non avere così una perdita esagerata su questo affare.

Le sette copie, sarebbero 4 per i nuovi Paesi e tre ,quelle mancanti all'Italia, delle quali però due copie vi sono già state pagate, avendovene noi pagate quattro per mezzo del signor Donada, mentre voi ce ne inviate solamente due.

Abbiamo scritto anche in tale senso al signor Donada, e vi uniamo copia della lettera ,affinché voi possiate prenderne visione.

Natualmente però la somma da pagarsi a forfait, la pagheremo in contanti a Londra, contro consegna delle sette copie e non prima.

Attendiamo un vostro riscontro, oppure qualche comunicazione per il tramite del signor Donada.

Vi confermiamo però fin' d'ora ,tutte le nostre riserve, in caso questa ultima forma di accomodamento non venisse da voi accettata, oppure la vostra proposta fosse per una cifra impossibile, e ci riserviamo tutti i nostri diritti di difenderci da voistri atti, nel modo che le leggi ci consentono.

In attesa di riscontro a quanto sopra, distintamante vi salutiamo

TEATRO FILMS

TEATRO FILMS.

TURIN. Apl 21st 1918.

Mr. Donada wired as follows:-

"BURLOCK REQUESTS ME TO TELEGRAPH YOU THAT HE MUST RECEIVE MONEY FOR BILLS WITHIN FORTNIGHT STOP ABSOLUTELY IMPOSSIBLE OBTAIN BETTER CONDITIONS. WRITING".

We do not omit to inform you that the above telegram surprised us considerably.

We have written you two letters protesting against the copies of "INTOLERANCE" sent us, which are full of defects and are not equal to the sample which was already different from the copy which Mr. Cazzulino saw at the Drury Lane Theatre, London and upon which he based his contract. You in your turn asked payment of the bills without even acknowledging our complaint. We are not in a position to accept these conditions, and we again confirm all we have written regarding this business.

We also inform you that we have taken the necessary steps to make our complaint good, in case you so desire.

We think that it will be advisable for you to make us a proposition which would settle this matter in a friendly manner. For this reason we have telegraphed Mr. Donada as follows:-

"CONFIRMING MY PREVIOUS COMPAINT AWAITING PROPOSITION IN ANSWER TO MY LETTERS STOP DISPOSED EVENTUALLY TO MAKE DEAL FOR ONE LUMP SUM FOR ITALY SPAIN PORTUGAL EGYPT AND GREECE PAYABLE CASH AGAINST DELIVERY SEVEN COPIES"

This is the last way of settling this matter which we propose to you, andwe shall be glad if you will give it your best attention. Are you disposed to add to the contract for Italy, the territories of Spain, Portugal, Greece & Egypt; state a certain amount of money to be paid cash to you against delivery of 7 copies and we will do out best to accept and close the deal.

It would be far more advantageous to you, as you will have disposed of the territories whilst combining the two, and we would be in a position to regain some of the loss made in Italy, which is very grave, and so cut down the loss to a certain extent.

The 7 copies would be used in the following way. 4 for the new territories, and 3 for Italy, two of the latter are still missing for Italy, two of which have alreadh been paid for by Mr.Donada,whereas you have only sent us one.

We have already written Mr. Donada and are enclosing you copy of letter so that you may see same.

It is understood that the sum to be paid in settlement of everything will be handed over to you cash in London against delivery of the 7 copies.

We are awaiting your reply to this, or at least a communication from Mr. Donada.

We inform you herewith that in case this form of settlement would not be exceptable by you or if the amount proposed by you in settlement would be too much, we reserve the right to define your actions in the manner which the law will allow us to do.

Hoping to hear from you soon,

W of P.

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired: OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

April 22 1918.

ALBERT GREY
SHERMAN HOUSE CHICAGO ILLINOIS

HAVE FOLLOWING WIRE FROM MR GRIFFITH HAVE LLOYD GET INTERVIEW DONE THREE MONTHS AGO OF GISH GIRLS SENT TO OFFICE GET ALL THIS MATERIAL TO GEST TO BOSTON CHICAGO AFRAID FINE MATERIAL BEING NEGLECTED STOP HAVE LLOYD ATTEND TO THIS WHAT ABOUT LONDON MUSIC AND PRINT WHICH ROSE FINISHED LAST WEEK SEEMS TO ME THIS SHOULD GO AT ONCE ADVISE

BANZHAF

2 Rector Street, N.Y.C.

Form 1220

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 195 BROADWAY, N.Y.

T10GS BFE 121 N L

LOS ANGELES CALIF APRIL 23 1918

A H T BANZHAF 9028

2 RECTOR ST NEW YORK

COST WAR PICTURE LOSANGELES AS FOLLOWS ADVANCED BY GRIFFITH PERSONAL ONE HUNDRED THOUSAND NINETY SEVEN DOLLARS EIGHTY SEVEN CENTS ARTCRAFT SEVENTY FIVE THOUSAND BORROWED FROM D ONE TWENTY ONE THOUSAND FIVE HUNDRED EIGHTY ONE DOLLARS FORTY EIGHT CENTS UNPAID BILLS EIGHTY TWO HUNDRED THIRTY TWO DOLLARS NINETY CENTS TOTAL TWO HUNDRED FOUR THOUSAND NINE HUNDRED ELEVEN DOLLARS NINETY FIVE CENTS STOP FIRST TWO AMOUNTS EXACT LAST TWO VARY DAILY STOP AS YOU KNOW HAVE RECEIVED NO WAR PICTURE FUNDS SINCE JANUARY AND WHILE GRIFFITH WAS EAST I CHARGED OVERHEAD TO ARTCRAFT PICTURE GRIFFITH NOW WANTS LAST FOUR WEEKS OVERHEAD CHARGED TO WAR PICTURE THESE CHANGES DELAYED GIVING YOU CORRECT INVESTMENT FIGURES AND AMOUNT NAMED ABOVE WILL BE CHANGED BY THIS TRANSFER

E C BIDWELL

417A

G 100,097.87
artcraft 75,000. OK
21,581.45
232.90
204,912.22

War Picture

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

April 23 1918

ALBERT GREY

OLYMPIC THEATRE

CHICAGO ILLINOIS

JOE MACK NOW WISHES TO GO TO LONDON ON TERMS SUBMITTED BY YOU ADVISE IF YOU WANT HIM TO GO AND UPON WHAT TERMS BEST LUCK FOR YOUR OPENING

BANZHAF

#2 Rector Street New York City

089

Form 2875

# WESTERN UNION

## ANGLO-AMERICAN DIRECT UNITED STATES

# CABLEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

War

PR

1918 APR 24 AM 5

Received at 16 BROAD STREET, NEW YORK

NS-491 0

LONDON 33/32

BANZHAF

2 RECTOR STREET

NYK

LONDON FILM CLAIM LEGITIMATE THREEHUNDREDSIXTY DUE THEM ARRANGED HAVE PROCEEDINGS STAYED UNTIL YOU CAN CABLE SETTLEMENT AMOUNT WAS MUSIC SHIPPED WITH HEARTS HOWS NEWYORK BUSINESS REGARDS

BURLOCK

W. U. CO.

PASS T-24

k

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No. Warp

Check

Time Filed

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

APRIL 24 1918

E C BIDWELL 4500 SUNSET BOULEVARD CARE ~~XXXX~~ GRIFFITH STUDIO LOSANGELES CAL

NIGHTLETTER RECEIVED YOUR WEEKLY STATEMENTS SHOW MR GRIFFITH ADVANCED TO AND INCLUDING STATEMENT NUMBER TWENTYTWO NINETYTWOTHOUSAND NINEHUNDRED THIRTYEIGHT DOLLARS FORTYSEVEN CENTS YOUR WIRE STATES ONEHUNDREDTHOUSAND NINETYSEVEN DOLLARS EIGHTYSEVEN CENTS WHAT MAKES THE DIFFERENCE HAVE YOU ADDED TENTOUSAND ALLOWED GRIFFITH FOR FRENCH GOVERNMENT AND HARRON PAYMENTS SEE MY LETTERS GRIFFITH FEBRUARY EIGHTEENTH MARCH FIFTH IF NOT SHOULD BE INCLUDED TOTAL COST WAR PICTURE TO DATE SHOULD REPRESENT ONEHUNDRED ~~XXXXXXX~~ EIGHTYTHOUSAND DOLLARS ADVANCED BY ARTCRAFT PLUS ONEHUNDREDTHOUSAND ODD ADVANCED BY GRIFFITH AS AFORESAID PLUS TWENTYONETHOUSAND ODD BORROWED FROM D ONE PLUS EIGHTTHOUSAND OUTSTANDING BILLS WHICH ACCORDING TO YOUR FIGURES WOULD TOTAL THREEHUNDRED NINETHOUSAND NINEHUNDREDTWELVE DOLLARS TWENTYFIVE CENTS TO WHICH WILL BE ADDED FOUR WEEKS GRIFFITH STUDIO EXPENSE AND SEVENHUNDRED EIGHTYNINE DOLLARS EIGHTYTWO CENTS EXPENDED HERE STATEMENT OF WHICH WILL BE FORWARDED IN MAKING UP COST YOU NEED NOT CONSIDER ITEMIZED STATEMENTS FOR LONDON NEWYORK AND LOSANGELES PRIOR TO NOVEMBER LAST FOR REASON THAT THOSE ITEMS WERE LIQUIDATED BY PAYMENT TO MR GRIFFITH OF SEVENTYFIVETHOUSAND PLUS THIRTYTHOUSAND AT LONDON TOTAL ONEHUNDREDFIVETHOUSAND WHICH TOGETHER WITH SEVENTYFIVETHOUSAND ADVANCED BY ARTCRAFT AT COAST MAKES ONEHUNDREDEIGHTYTHOUSAND OWING ARTCRAFT

BANZHAF

Bidwell Statement
By advanced 100,097.87
By our Statement 92,938.47
Difference 7,159.40

By artcraft 180,000
" Griff 100,097.87
" One 21,581.48
Brought standing 8,232.90
Total cost 309,912.25

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

24 PM 3 50

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 16 BROAD ST. N.Y.

1918 APR 24 PM 3 48

R296CH 12

SA CHICAGO ILL 230P 24

ALBERT BANZHAF

2462

2 RECTOR ST NEWYORK NY

JOE MACK NOT TO LEAVE FOR LONDON WITHOUT MUSIC ARRIVE NEWYORK SATURDAY

GREY.

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

April 24 1918

ALBERT GREY
OLYMPIC THEATRE
CHICAGO ILLINOIS

GEST CONTRACT SIGNED GIVING GRIFFITH SELECTION OF MANAGERS VOUCHERS WEEKLY STATEMENT AND CHECK SHOULD BE SENT TO JESSE LASKY FOUR EIGHTY FIVE FIFTH AVENUE WIRE GRIFFITH REGARDING WHITEY PICTURE WHICH SHOULD BRING AT LEAST ONE HUNDRED THOUSAND DOLLARS IF NOT MORE FOR ALL RIGHTS ARRANGING TO SHIP MACK LONDON BEST WISHES FOR OPENING PLEASE ADVISE ITS RESULT

BANZHAF

2 Rector Street N. Y.C.

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

APR 24 AM 9 16

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 15 BROAD ST. N.Y.

1918 APR 24 AM 9 08

NL

E119CH 59

SA CHICAGO ILL 23

ALBERT BANGHAF

788

2 RECTOR ST NEWYORK NY

HAVE ATTENDED TO SHIPPING OF SECOND ENGLISH COPY BUT RECEIVED WORD FROM POWERS THAT TAMS WONT DELIVER MUSIC BEFORE MAY THIRD HOWEVER IT WAS PROMISED THIS WEEK STOP WAS CLAUSE ADDED GESN CONTRACT STOP WHERE ARE VOUCHERS TO BE SENT STOP WHAT FIGURE DO THEY HOLD WHITEY NEW PICTURE SURE I CAN SELL SAME IF NOT UNREASONABLE ANSWER IMMEDIATELY

GREY.

April 24th 1918.

Hon. Robert Lansing,
Secretary of State, Passport Department.
Washington, D. C.

Sir:

I have the honor to request passports for Arnold P. Mignatti, who wishes to go to London, England in behalf of Mr. David W. Griffith, for the purpose of arranging for the exhibition of the photoplay known as "Hearts of the World" in London, England, said photoplay was made by Mr. Griffith in co-operation and under the auspices of the British War Department, and said War Department has a financial interest in the receipts to be derived from the exhibition thereof in Great Britain and its possessions.

The purpose of sending Mr. Mignatti abroad is to manage the stage effects and projection thereof, in conjunction with the music and other effects which accompany the picture at the exhibition thereof.

The above work is very important to the proper exhibition of the picture and only one who has been trained in the exhibition of this picture can properly present the same to theppublic. After Mr. Mignatti has instructed others in this work he is to return to this country. Therefore we request that passports be immediatly issued in order that he may sail on the first available passenger boat leaving for England.

Respectfully yours,

AUTH. D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 2875

# WESTERN UNION

## ANGLO-AMERICAN DIRECT UNITED STATES

# CABLEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

PN

1918 APR 25 PM 4 47

Received at 16 BROAD STREET, NEW YORK

C105/25K

LONDON 13

BANZHAF 2 RECTOR STREET

NEWYORK

PLEASE CABLE HOW WHEN HEARTS PRINTS SHIPPED

BURLOCK.

PASS 4-47

W.U.CO.

47

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

April 25 1918

E C BIDWELL

GRIFFITH STUDIO 4500 SUNSET BOULEVARD

LOS ANGELES CALIFORNIA

YOU FAIL TO ANSWER REGARDING INSURANCE NEGATIVE WAR PICTURE HAVE YOU MAILED VOUCHERS AND WEEKLY STATEMENTS OF CLUNE ENGAGEMENT KEEP FUNDS THERE BUT SEND VOUCHERS AND STATEMENTS

BANZHAF

2 Rector Street, N.Y.C.

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION

CABLE TELEGRAM CABLE

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

April 25 1918

W E BURDOCK
DRURY LANE THEATRE
LONDON ENGLAND

CANT GET SHIPPING PERMITS FOR FILM ON ACCOUNT WITHDRAWAL BOATS HAVE JURY CABLE INSTRUCTIONS WAR DEPARTMENT HERE TO OBTAIN SHIPPING PERMITS ADVISE ME MUSIC TO LEAVE NEXT WEEK

BANZHAF

2 Rector Street, N Y C

War Picture

April 25th 1918.

Mr. E. C. Bidwell,
c/ Griffith Studio,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Mr. Bidwell:

I enclose herewith hotel bill of Mr. Griffith while in New York, which bill he paid, and which amount should be reimbursed by you to him directly out of the "Hearts of W" ~~xxxxxxx~~ funds.

Also enclosed is another bill from Ratisbonne with reference to French film as per the enclosed statement and letter, which should be submitted to Mr. Griffith and if O.K'd by him you will send me the equivalent in United states currency and I will pay Mr. Ratisbonne directly.

Also enclosed find statement of D.W.G. Corporation for funds advanced through my office on account of "Hearts of the World", vouchers for which are in my possession. The item of $394.00 paid to Herbert S. Clark is for the war film negative and positive footage which I sent to you last winter.

I also enclose herewith bill from the Wark Producing Corporation for $800.00 for four moving picture machines which you purchased from the Wark Producing Corporation, and which was shipped to you by express. I believe this item should be charged to the Artcraft Program Pictures and check therefor sent by you directly to the Wark Company or to me, and I will see that the Wark Company receives the same.

Last night I wired you as per the enclosed copy, relative to the cost of the picture, and in order to explain more in detail wish to advise that the $180,000 is the amount due to the Artcraft on account of the $75,000 which they paid to Mr. Griffith, viz; one note for $50,000, Mr. Griffith's note for $25,000, the balance, $ 30,000 was paid by the Famous Players to Mr. Griffith in London, the total $105,000 represents the cost of the picture up to Mr. Griffith's arrival at Los Angeles last November. From that date on the Artcraft advanced $75,000

MOTION PICTURE STUDY
MUSEUM

in cash which made a total advanced by the Artcraft of $180,000. You have copies of the correspondence addressed to Mr. Zukor by Mr. Griffith which I left with you on my last visit, showing that all sums in excess of $180,000 Mr. Griffith was to advance personally, and that he was to be repaid all such advances plus approximately $10,000 which sum represented possibly $5,000 paid to Ratisbonne of the French Government for war film and $5,000 which he owed Bobby Harron, on account of salary while at London. These two items were overlooked in the estimate of Mr. Griffith's expenditures when he liquidated the sum at $75,000 and they were therefore considered as a deferred payment to be made Mr. Griffith after the Artcraft had been reimbursed their $180,000.

All the moneys advanced by Mr. Griffith at the Coast are, according to the weekly statements which you forwarded to me up to and including the last statement #22, amounting to $92,938.47 and in addition thereto he withdrew from the D-I fund, according to your statement, $21,581.48. It does not matter how you treat this latter item because it is an indebtedness Mr. Griffith in either event, in other words, you can pay it directly to the D-I account or pay it to Mr. Griffith and he can reimburse the D-I account for such sum.

I, however, find a discrepency between your wire and your weekly accounts, as to the amounts advanced by Mr. Griffith, viz; your wire speaks of $100,097.87, whereas your statements to me show $92,938.47, a discrepency of $7,159.40, which may have been funds advanced by him subsequent to your last weekly statement No. 22, or it may represent deferred salary or part of the French Government and Bobby Harron's claim. This item should be explained. The outstanding bills which you spoke of in your wire as amounting to $8,232.90 will undoubtedly be increased, at any rate, will be increased by the bills which I enclose herewith, and you will add to the total cost the four week's studio costs during Mr. Griffith's absense in New York.

The items referred to above and quoted in my telegram show a total cost of the war picture as $309,912.25, which does not, as I understand it, include the four week's cost of the studio and possibly does not include the moneys due Mr. Griffith for the approximate $5,000 advanced to Ratisbonne on behalf of the French Government, but which should be treated as $5,000 on account of the within bill which will certainly bring it up to that item, if not more, and the $5,000 due Robert Harron.

As previously explained to you by wire and letter you need not go back of your November statements for "Hearts of The World" disbursements in arriving at the cost of the War Picture, as far as what is due Mr. Griffith is concerned, for the reason, as previously stated, that item was liquidated at $105,000 as aforesaid. I only sent you the London, New York and previous Los Angeles charges, while Mr. Griffith was away for the purpose of accounting for the funds so paid to Mr. Griffith, and in order to show that these were all disbursed by him and in no way represent income to him.

I trust that by this time everything will be properly straightened out on your books, and if not, kindly advise me.

Very truly yours,

AHTB/D
Enclosures.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT 195 BROADWAY

1918 APR 26 AM 5.16

War picture

D103CH 58 NL

LOSANGELES CALIF 25

A H T BANZHAF

2 RECTOR ST NEWYORK NY 9189

CARRYING ONE HUNDRED FORTY THOUSAND INSURANCE NEGATIVE WAR PICTURE STOP AUDITOR WORKING ON REVISED COST NECESSITATED BECAUSE OF RECENT TRANSFER FROM D ONE MY LETTER EIGHTEENTH EXPLAINS DIFFERENCE GRIFFITH PERSONAL INVESTMENT WILL FORWARD CLUNES STATEMENT TOMORROW BUT WILL KEEP FUNDS HERE HAVE HELD THEM BECAUSE GRIFFITH WANTED FUNDS AND I SUPPOSED VOUCHERS SHOULD REMAIN WHERE MONEY WAS KEPT

E C BIDWELL.

OFFICE OF THE COLLECTOR
SIXTH DISTRICT OF CALIFORNIA

# TREASURY DEPARTMENT

INTERNAL REVENUE SERVICE

LOS ANGELES, CAL.

April 26th,
1 9 1 8.

DAVID W. GRIFFITH, Esq.,
c/o A.H.T.Banzhof,
Attorney at Law,
#2 Rector Street,
New York City, N.Y.

Sir--

With reference to the return of annual net income filed by you for the year 1917, upon which you reported profits received from the sale of certain stocks obtained by you from the Triangle Film Company and the Majestic Motion Picture Corporation, in the years 1915 and 1914, respectively, I beg to advise that the question as to whether or not the fair value of these certificates should have been included as a part of your income for the years in which first acquired, was placed before the Commissioner's office at Washington for a ruling, and the Commissioner has informed this office that the value of the stock certificates received, by you, should have been treated as income during the year when so received.

Will you therefore, please submit statement to this office, showing just how many shares of stock, with complete description of same, were received by you, prior to the year 1917, and also submit whatever evidence you may have to offer, showing the fair value of the certificates at the time received. Upon the receipt of this information, you will be further advised as to how to proceed in the premises.

Kindly give this matter your prompt attention.

Respectfully,

John D. Carter

SJ:B

COLLECTOR.

Form 1220

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


War produce

RECEIVED AT

T17FY FGL 279 NL SEX

LOSANGELES CAL APR 27-28 1918

A L GREY

CENTURY THEATRE (PERSONAL FORWARD GARRICK THEATRE PHILA)

IMPOSSIBLE YOU TO VISIT NEWSPAPERS ON EIGHT OR TEN COPIES LEAVE THIS FOR PRESS AGENTS WOULD NOT EVEN SEE NEWSPAPERS PHILA AS VERY DELICATE WORK LEAVE TO PEOPLE WHO KNOW THEM PERSONALLY STOP PERHAPSPHILA MAN FLIGHTY BUT CLEVER STOP GEST ASKED FOR ORGANIZATION AS HE DID NOT WISH TO ATTEND TO DETAILS THIS IS CHANCE HAVE GGOOD GENERAL PRESS AGENT IN NEWYORK TO REPRESENT ALL COMPANIES HEARTS OF WORLD HE CAN SEE OTHER COMPANIES GET MATERIAL WORK UNDER GEST WITH PAGE SUGGEST TO PAGE GEST HAS SO MANY COMPANIES ARE IMPOSSIBLE TO TAKE CARE HEARTS AND OWN PRODUCTIONS ALSO STOP BELEIVE GOOD PRESS MAN WITH EXECUTIVE ABILITY AND NOTHING BUT HEARTS TO ATTEND ABSOLUTELY NECESSARY HOW WAS MAN IN CHICAGO STOP LLYOD KNOWS ALL STORIES THERE WERE THREE INTERVIEWS WITH ME SENT OUT FROM HERE ONE WITH GISH GIRLS ONE CORRECTED AND PRINTED HERE BY CARR BESIDES STUFF PRINTED BY PAGE LET LLYOD GO OVER MATERIAL WITH GEST AND SEND TO VARIOUS AGENTS GEST WILL BE GLAD TO GET THIS IN CHARGE OF SOMEONE SO HE CAN USE BRAIN WITHOUT TROUBLING WITH DETAILS STOP MIGHT BE GOOD IDEA TO SEND LLYOD TO BOSTON TO SEE WHAT THEY ARE DOING STOP THINK ADVERTISING HAS BEEN GOOD WITH EXCEPTION ONE DETAIL MANNER IN WHICH NOTICES ARE PUT IN ADS AM SENDING SAMPLE THAT WILL HELP THIS STOP DID YOU SPEND MUCH MONEY IN CHICAGO KEEP PHILA PRICES

Form 1220

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT

SHEET TWO

LOW STOP MATTER UNDERSTOOD WHEN THERE ABOUT RELEASE OF NEXT PICTURE UNTIL AFTER JUNE FIRST AT LEAST AS IT WILL INTERFERE WITH HEARTS IF KNOWN ANOTHER IS COMING OUT STOP HAVE RAINBOW DIVISION TITLE PUT IN EASTERN COPY

D W GRIFFITH

940A

76

12th Apl.

Dieker

~~Sad [illegible] story but, but~~
~~[illegible] everything bring~~
~~sad [illegible] but through~~
~~second class [illegible] passage~~
~~New York. Don't sacrifice~~
~~for [illegible] boat~~

26
60
15.60

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

War Picture

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

April 29 1918

D W GRIFFITH HOTEL ALEXANDRIA LOS ANGELES CALIFORNIA

HAVE WIRE FROM EDWARD McLEAN WASHINGTON REQUESTING IF THERE IS ANY POSSIBILITY OF HIS HAVING PICTURE FOR NIGHTS EXHIBITION SAME McLEAN TO WHOM YOU SHOWED INTOLERENCE AT WASHINGTON HAVE WIRED AND WRITTEN HIM STATING THAT PRINTS ARE NOT AS YET AVAILABLE AND THAT WOULD HAVE TO TAKE THE MATTER UP WITH PRESENT MANAGEMENT HERE WOULD YOU LIKE TO HAVE HIM HAVE IT NO DOUBT COULD MAKE SHOWING LARGE SOCIAL FUNCTION HAVE WIRE FROM LESSER REQUESTING LEAVE TO CHARGE FIFTEEN CENTS MINIMUM ADMISSION INTOLERENCE WIRED HIM COMMUNICATE WITH YOU AND STATED THAT WE COULD NOT GIVE DEFINITE ANSWER FOR TWO OR THREE WEEKS IF YOU INTEND TO SPLIT INTOLERENCE FOUR STORIES MIGHT BE ADVISABLE FOR LESSER TO WAIT FURTHER SHOWING UNTIL THIS HAS BEEN DONE HE HAS JUST ABOUT RECEIVED HIS INVESTMENT BACK WARK IS INTERESTED IN HIS FURTHER PROFITS
REGARDS

BANZHAF

2 Rector Street, N Y C

CHARLES ELLIS GOODIN, PRESIDENT.
DAVID B. PROVAN, VICE PRESIDENT.

M. HENRY GOODIN, SECRETARY.
WALTON PENNEWILL, TREASURER.

HOTEL ADELPHIA CO.
DAVID B. PROVAN MANAGING DIRECTOR

# HOTEL ADELPHIA

EUROPEAN PLAN

400 ROOMS 400 BATHS

ABSOLUTELY FIREPROOF

CHESTNUT AND 13TH STREETS

PHILADELPHIA, PA.

April 29, 1918.

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York, N.Y.

Dear Mr. Banzhaf:

I am enclosing a telegram from Mr. Griffith, which in a measure explains itself. This is in answer to the wire I spoke to you about having sent him from Chicago.

I had a long talk yesterday with Mr. Gest, and he has promised that from this week on Mr. Page will give his undivided attention to the HEARTS OF THE WORLD until August 1st, as all their Companies are practically through. This I have explained by wire to Mr. Griffith, and I believe if Mr. Gest keeps his promise, this will clear up the situation, as of course Page is a very capable man.

I hope to see you Thursday.

Very truly yours,

Albert L. Grey

AG/JH

(COPY)

INDUSTRIA - COMMERCIO
IMPORTAZIONI
ESPORTAZIONI

**FILMS CINEMATOGRAFICHE**

= AGENZIA IN =
LONDRA W
Oxford House 9-15 Oxford Street

Esclusività per l'Italia

Spettacolo di eccezione di D. W. GRIFFITH

Concessionario per l'Italia
delle Case americane:

FAMOUS PLAYERS' JESSE L. LASKY

Esercizio Cinematografi
CINEMA BORSA

TORINO Via Roma, 25
BOLOGNA Via Indipendenza, 22

33-47 - TELEFONI - 20-94

# TEATRO - FILMS

DOMENICO CAZZUGINO
VIA ROMA, 20 - TORINO
Telegr.: CAZZULINO - Torino Telef. interc. 60-01

Lì 30 Aprile 1918

RACCOMANDATA

EGREGIO SIGNOR WILLIAM ELLIOT BURLOCK

LONDON
Hotel Savoy.

Ci ritornano dall'Ufficio Postale il piego di corrispondenza a voi indirizzata, persso l'Ufficio, dove eleggeste il domicilio per contratto.

Questo ci meraviglia assai, e non comprendiamo come mai un domicilio che voi avete scelto come domicilio Legale non riceva la vostra corrispondenza.

Essendo stati favoriti del vostro indirizzo dal signor Donada, giriamo a voi tale corrispondenza, che troverete unita alla presente.

Sperando in un sollecito riscontro per poter definire e risolvere gli affari ancora in sospeso, vi salutiamo distintamente.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Apl 30th 1918.

Mr. W.E.Burlock.
London.

Dear Sir,

We have just received from the post office a packet of correspondence addressed to you care of Mr. Harry Wilson, where our contract was signed. We are very much surprised that this gentleman has refused your correspondence.

As we have been favoured with you address by Mr.Donada, we have pleasure in enclosing you all the correspondence.

Hoping to hear from you soon,

Yours faithfully,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

New York, April 30th 1918.

D.W.Griffith (Assigned D.W.G.Corporation)

In account with Epoch Producing Corporation

| | | |
|---|---|---|
| Income for April, 1918, as per Treasurer's report, | | $18,933.71 |
| Your share, 37½% | $7,100.14 | |

Distribution:

| | |
|---|---|
| D.W.G.Corp., 60% | $4,260.08 |
| (Assigned) R.E.Aitken 40% | 2,840.06 |

TREASURER'S REPORT FOR APRIL 1918.

EPOCH PRODUCING CORPORATION.

| | | | | |
|---|---|---|---|---|
| Income | Company A | | 4,968.36 | |
| | B | | 5,315.95 | |
| | D | | 5,127.95 | |
| | E | | 3,721.79 | |
| | F | | 4,194.33 | |
| | G | | 5,613.56 | |
| | H | | 4,151.77 | |
| | I | | 4,259.66 | |
| | Special | | 4,776.32 | 42,129.69 |
| Rights : | Gt. Britain | | | 481.15 |
| Sinking Fund | | | | 198.22 |
| Expense, | General | 9,744.91 | | |
| | Company A | 1,992.55 | | |
| | B | 1,725.92 | | |
| | D | 1,501.51 | | |
| | E | 1,445.67 | | |
| | F | 1,630.77 | | |
| | G | 1,553.11 | | |
| | H | 2,025.08 | | |
| | I | 1,547.47 | | |
| | Special | 708.36 | 23,875.35 | |
| | | | | 42,809.06 |
| | | | | 23,875.35 |
| | | Income for month of April, | | $18,933.71 |

*May we have the honour of your presence at the Garrick Theatre, Tuesday evening, April thirtieth, at eight o'clock, when we will present for the first time in Philadelphia, David W. Griffith's supreme triumph, "Hearts of the World."*

*William Elliott*
*F. Ray Comstock*
*Morris Gest*
*Managers*

DAVID LLOYD GEORGE, PRIME MINISTER OF ENGLAND
BIDDING GOD-SPEED TO DAVID WARK GRIFFITH
ON THE EVE OF HIS DEPARTURE FOR FRANCE

R F

# D. W. GRIFFITH'S
SUPREME TRIUMPH
# HEARTS of the WORLD

The sweetest love story ever told
A romance of the great war
Battle scenes taken on the battle-fields of France
(Under auspices of the British and French War Offices)

David Lloyd George, Prime Minister of England

DAVID WARK GRIFFITH
ON THE BATTLE-FIELDS
of FRANCE
At British
Field
Headquarters
In a front
line trench
50 yards from
the Germans

# SYNOPSIS OF "HEARTS OF THE WORLD"

TWO American painters make their homes in France. Marie, the daughter of one painter, and Douglas Hamilton, the oldest son of the other, live next door to each other. A natural event is the love between the two.

The Little Disturber, a strolling singer, falls in love with young Douglas also. However, this affair does not develop to any disastrous conclusion.

Marie and her lover are in the midst of great preparations for their coming wedding when the Great War begins. Though an American citizen, he gives his life to the service of France.

Marie and her family, left at home in the village, refuse to believe the possibility of danger.

The little French company, a part of the great army of France, however, is beaten back by the great German offensive.

Then follows the overwhelming of the French, the bombardment and destruction of the village. The scenes of the evacuation and of the distress and terror of the villages under the bombardment, are shown.

The latter part of the story takes up the village under the German occupation.

In this village Marie and the Little Disturber manage to drag out an existence at the village inn, now in possession of the Huns.

The story relates the suffering, privations and agony of the villagers in their captivity, relating also the preparations for the rescue of the village by the French, the massing of their troops, the intense struggle of the French soldiers to recapture the village and free their loved ones; and the prayers and hopes of the women and children of the village awaiting their deliverance, as they ascend from cellar and crypt in the stricken district.

The first part of our play is the story of the village in the time of peace, an attempt in a small way to suggest the beauty of France, the music of her moonlight, the perfume of her blossoms, the charms of her walls and her streets, her streams and pathways —ways that the legions of Cæsar found beautiful centuries ago.

An attempt to suggest the gold of her love, her small troubles, her light laughter, her great hopes.

The heroes and heroines are humanity; the villain, militarism.

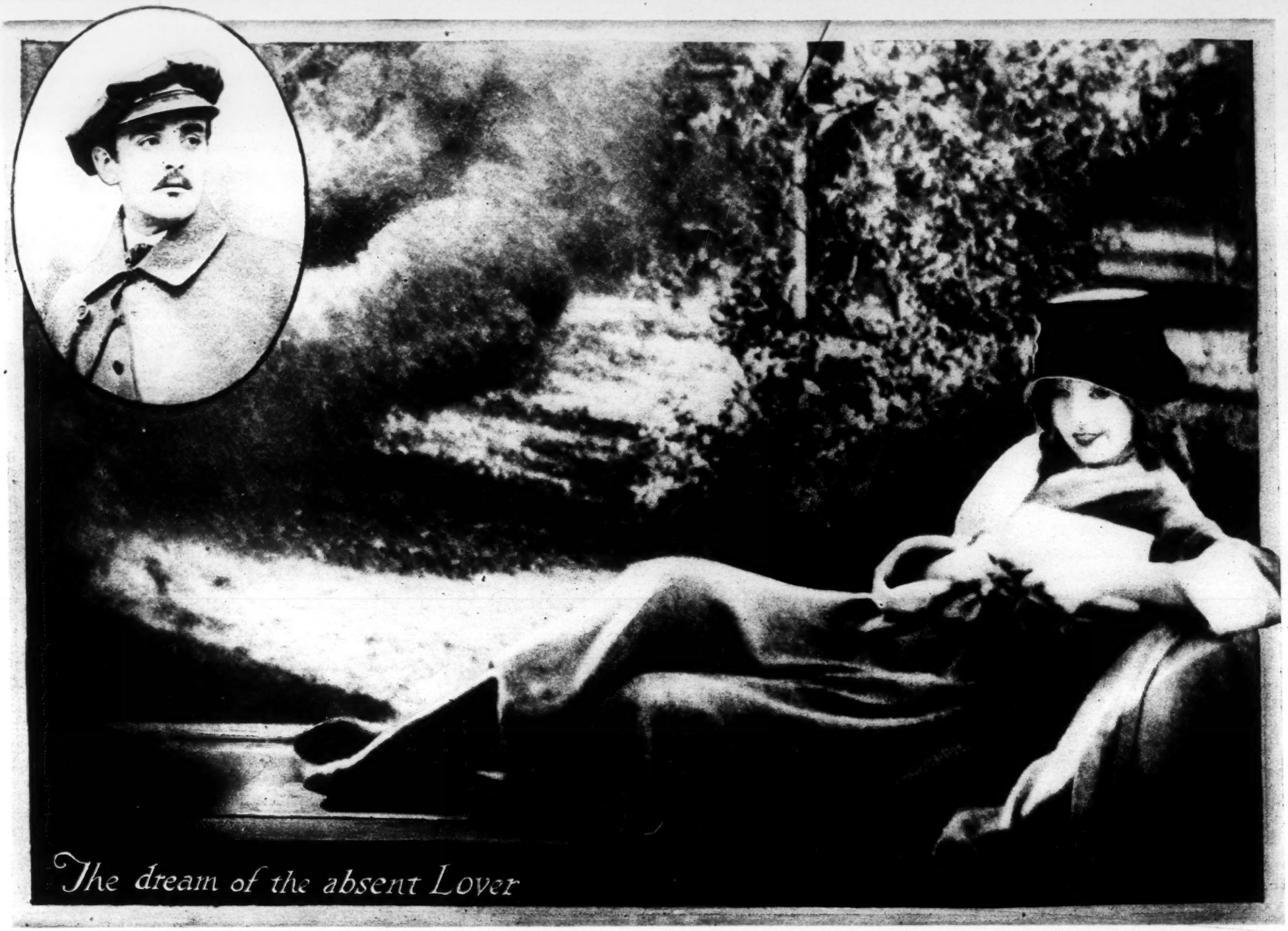
Our poor little heroes and heroines we know have a heavy burden, trying to give even the faintest suggestion of that heavy load carried by humanity in stricken France and Belgium.

So try to bear with them indulgently, for the story they tell is the story of truth. The things that occur may not have happened in quite the sequence as told here but all these incidents have really happened in that land where nothing seems impossible, where all the world is in Gethsemane and the earth is a forest of crosses on which hang the atoms of broken humanity. In the night outside our house anguished voices cry out. Whatever the darkness holds, we must take the lantern and go out into it.

Lillian Gish and Robert Harron

Lillian Gish and Josephine Crowell

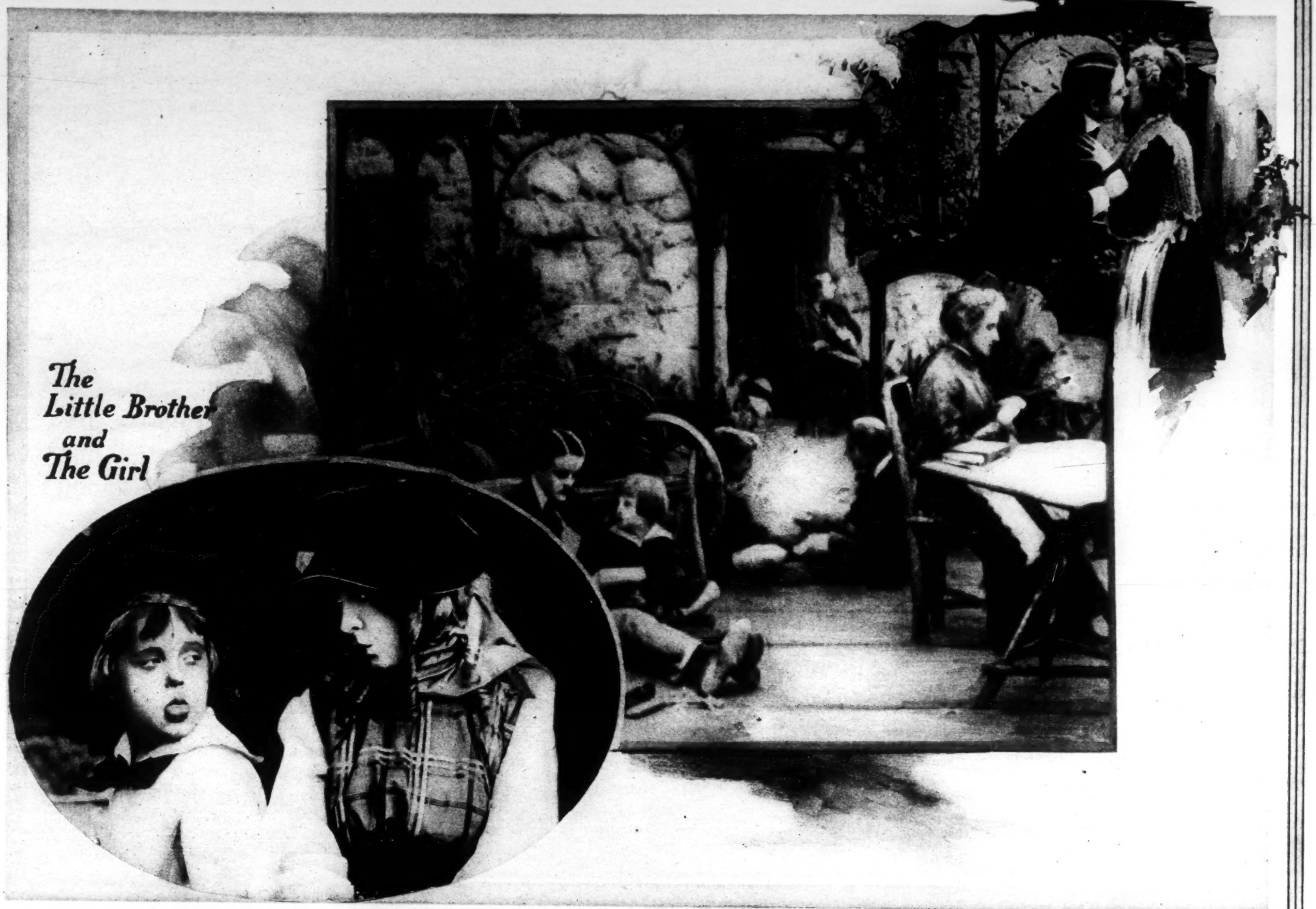
*Dorothy Gish*
*"The Little Disturber"*



*The dream of the absent Lover*

*The Girl returns home unexpectedly to visit her parents*

*The children watch the Lovers in their wooing*


The
Little Brother
and
The Girl

The Blind Musician

Little Ben Alexander

*The Little Disturber is annoyed*

*Discussing the engagement*

# NOTES CONCERNING "HEARTS OF THE WORLD"

MOBILIZATION occurred in France August 1st. The declaration of war with Germany did not occur until two days afterwards.

The incident of the boy crossing into the enemy's territory follows exactly the experience of a young officer in the French army, save that his hiding place was a cellar instead of an upper room. These bold visitations by the enemy on both sides have been of not uncommon occurrence. It is not a matter of extreme difficulty in quiet sectors to get into the enemy's trench and back areas. The great difficulty is in returning to one's own lines.

It is a strange and unpleasant coincidence that the first scenes of the second act were taken in the village of Ham, which has only recently fallen again into the hands of the German invaders.

At least two of the cameras that recorded some of the events in this picture have been destroyed by enemy shells.

Scenes in the prologue, showing Mr. Griffith on the battlefield, were taken by the official cinematographer of the British War Office. Captions by the British War Office.

The scene of the repairing of the trench shows the soldiers doing away with the ill results of two shells dropped six minutes before the camera passed.

The scene of the camera set in the front line was taken just as three rifle grenades dropped twenty feet away.

The battery of guns, taken in action on the 18th of September, 1917, during the heaviest artillery bombardment ever known, just before the combined British and French push at Paschendaelle Ridge. This picture was taken in the morning. The camera men and staff returned by St. Julien Road in the afternoon in time to see this very battery put out of action by enemy shells two hundred yards away.

The scene of the ruins of the old home of the girl, shown during the climax in the last act, was again under fire from German guns later.

It may be of interest to know that the principal characters in the play have been many times under bombardment, and have suffered the terror of shell and shrapnel, have seen and heard humanity stricken by actual war. In one instance a rehearsal of a scene was interrupted by a shell unexpectedly falling without warning twenty yards away. In the silence after the passing death, the vicinity was alive with the cry of the wounded and busy with stretcher bearers carrying away the dead.

The wall, against which the lovers lean in our story, is only a wall, and a similar one can be built in any studio, but parts of this wall were built when the legions of Cæsar marched through Gaul; the actual ruins of the girl's home were actually torn by shot and shell and are actually under the hand of the German invader; the stream seen in the play has often been crimson with the blood of France; at least these backgrounds are actual and real monuments, reminding us of the greatest of the world's dramas.

ALONE AT NIGHT UPON THE BATTLEFIELD, THE BRIDE DISCOVERS HER WOUNDED LOVER

HELPLESS REFUGEES SEEKING SHELTER FROM THE GUNS OF THE INVADING HUNS

# GREATEST OF WAR HISTORIANS

THE Most Remarkable Tribute Ever Paid to Anyone Identified with the world of the Screen Drama, is the honor which has just been bestowed upon DAVID WARK GRIFFITH by the Board of Historians at present engaged in compiling the Standard Contemporary History of the Great War.

At a meeting of these historians, comprising representatives, professors and members of the faculty of the leading universities of America, a general discussion took place concerning MR. GRIFFITH's supreme triumph, "HEARTS OF THE WORLD," and those present agreed that in this gigantic contribution to the world's record of the war, MR. GRIFFITH has proven himself THE GREATEST OF WAR HISTORIANS.

Read the following letter to Mr. Griffith from Dr. Francis Trevelyan Miller, of the Board of Historians:

New York, N. Y.,
April 23rd, 1918.

My dear Mr. Griffith:—

At an editorial conference of our Board of Historians today, we discussed the value of your Motion Picture Masterpiece, "HEARTS OF THE WORLD," as a permanent contribution to the world's history.

It may interest you to know that we agreed your production is the most notable on record that the WAR has produced. We feel privileged in greeting you as the GREATEST OF WAR HISTORIANS.

I have produced nineteen volumes on the War. But in a single picture, you produce a vital, human record that embodies the spirit and the soul of the War with deeper reality than all these books combined.

While we are at work analyzing the official documents from the belligerent governments and battle fronts for our cumbersome volumes on the great War, you reveal the world-tragedy in two and a half hours with "HEARTS OF THE WORLD."

While I am informed by my publishers that my works are breaking all business records (with sales exceeding $4,000,000) we find that your work reaches millions of people where we reach only thousands, and that your business figures leap far beyond all possibilities of the printed page.

I have come to the conclusion that hereafter history must be divided into four epochs: Ancient, Mediæval, Modern—and the Motion Picture. The Stone Age, the Bronze Age, the Age of the Printed Page,—and the Film Age.

Heroditus was the first of Grecian historians; Josephus, the first celebrated Jewish historian; then in modern times we find Gibbons in his "History of Rome"; Hume with his "History of England"; passing along to our own Prescott, Bancroft, Motley and Parkman, until today we find in this age of inventive genius the great historian of the People—Cinematography—of which you—MR. GRIFFITH—are the FIRST of the great Cinema historians. This is the position that you will occupy in the records of human progress.

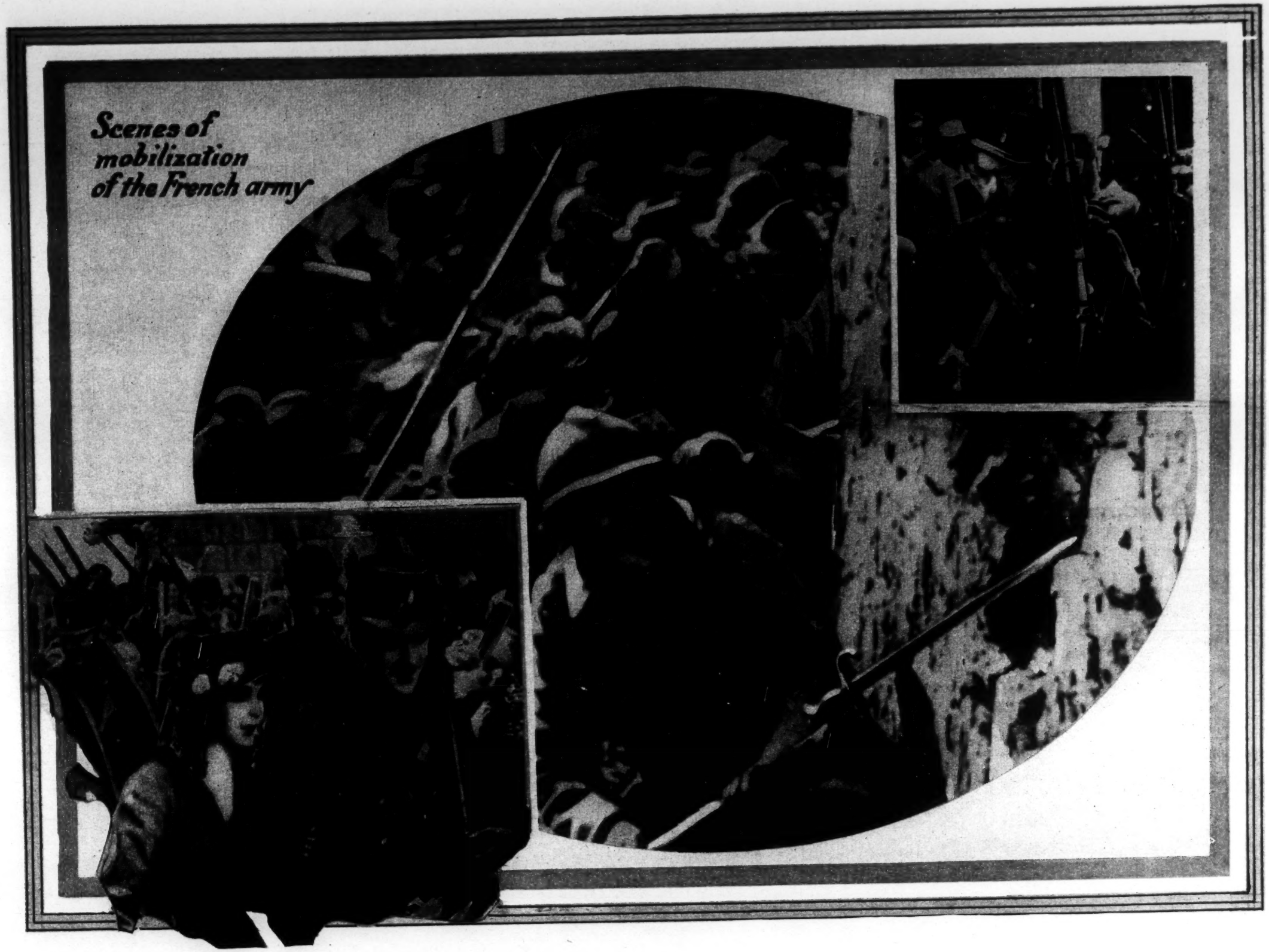
This letter, then, is a greeting from an historian of the old school of typography, to a historian of the NEW SCHOOL of cinematography.

Again extending to you my highest admiration for your epoch-making achievements, I am, cordially yours,

(Signed) FRANCIS TREVELYAN MILLER.
(Litt.D., LL.D.)

*One last good-bye as the troops depart for the front*

ARMY OF LAND AND ARMY OF SEA
ORDER
OF GENERAL MOBILIZATION
The Call
to Arms-
The First
Sign of War


Scenes of
mobilization
of the French army

*The first tidings of War*

*Preparation for the Conflict*

# A N E X P R E S S I O N

THE place where science meets and mingles with the fine arts is the motion-picture screen.

Starting in their first crude beginnings as little else than a sublimated "peep show," the pictures are now attracting the best brains of the world. The finest actors, many of the best writers, chemists, inventors and artists with both camera and brush have heard the call.

Every great feature picture, beginning with the "Birth of a Nation," has registered some extraordinary advancement. Each new picture drama is waited for as a new milestone along the path. So rapid is the progression!

On Tuesday night, D. W. Griffith presented "The Hearts of the World" here for the first time. And the world is already eagerly inquiring, "What new thing has it brought to this, the baby of the arts?"

"Hearts of the World" was filmed under extraordinary circumstances. By the favor of the British Foreign Office, Mr. Griffith was permitted to take many of the scenes of the drama in the front line trenches, where his properties were French and British cannon actually hurling shell into the German lines.

The music that inspired his actors was the shriek of shrapnel on a mission of death. The villains of the piece were not supers arrayed in the prop costumes; they were real German soldiers with the fear of death in their hearts and the sound of death in their ears.

Before the outbreak of the war, motion-picture directors were often heard to sigh that motion cameras had not been invented at the time of the great wars of the past. Yet, in the light of this great Griffith picture, we come to the realization that the camera is to bring the death of the great spectacle. Moving pictures are so common in their profusion of wonderment that the thrill has oozed away. The grandeur of war is an old story to every child.

The Griffith picture is a great drama, as we now discover, not because it was made under fire at the war front, but because it is a wonderfully sweet, human, appealing love story. And with this realization, the artist steps up to the place he should have had this long while, and the mechanic steps down.

The mechanical difficulties of motion-pictures have been solved; the artistic famine is next to be relieved. "Hearts of the World" opens up a field of rich promise in this regard. It hints in a striking way of the splendid opportunities that wait for literary men in the films—yes, and for great actors.

Hitherto picture plays have been sheer melodrama in that they dealt with types rather than characters. There have been very, very good people and very, very bad people. As in the old morality plays, there has been virtue and vice disguised in various personalities.

"Hearts of the World" shows what opportunities there are for real delineations of real people.

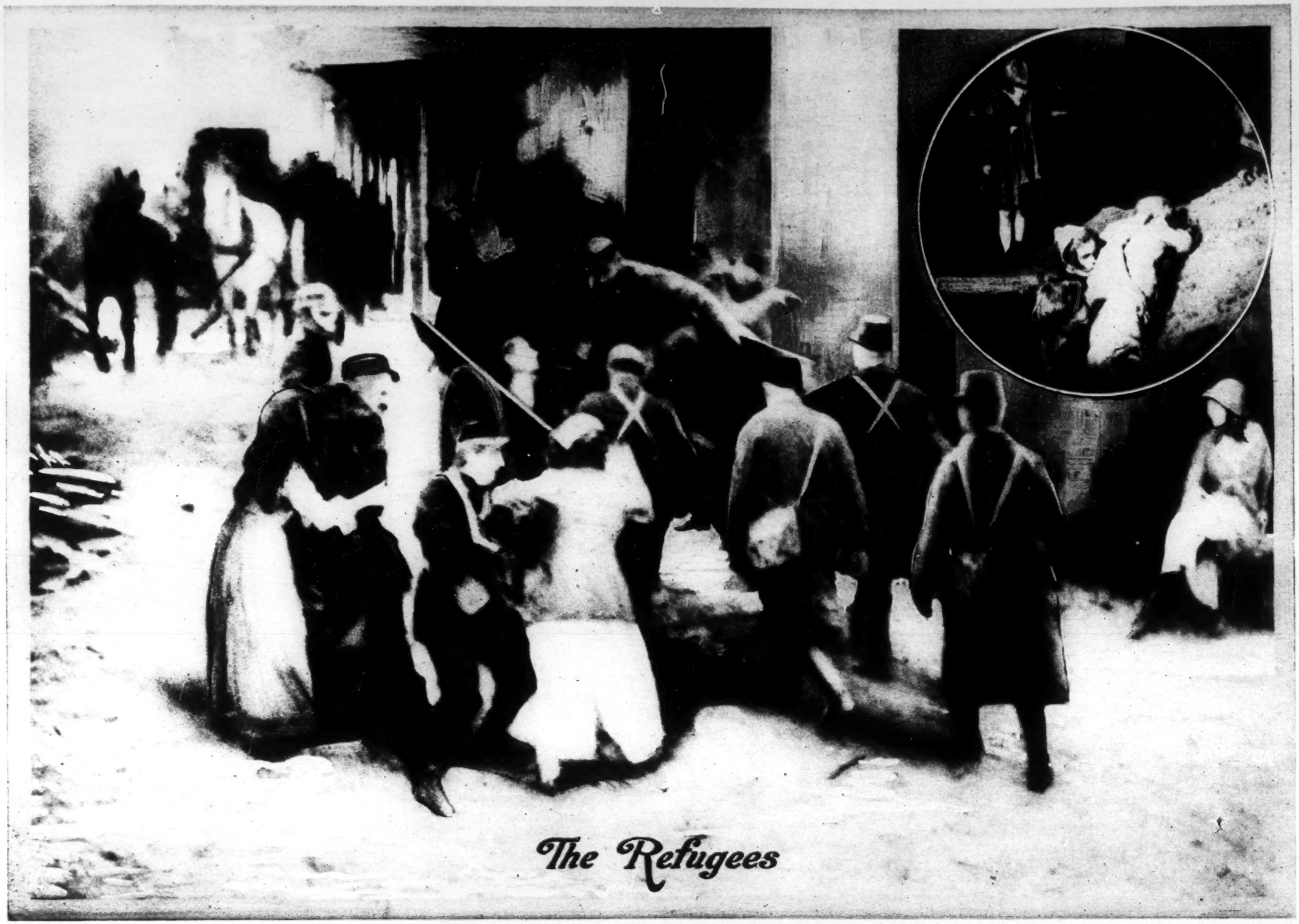
There is not in all literature a more charming character study than that of the little street singer in "Hearts of the World"—the debonair little philosopher who holds to the text that if "you can't get what you want, then want what you can get." There is insouciance and delicate fascination in this little bit of literature that suggests Robert Louis Stevenson's "A Lodging for the Night."

Some of this charm is due to the author and the director, but a great deal of it is attributable to the exquisite art of Miss Dorothy Gish. No less can be said of the sweet wistfulness of the love story. We cannot disentangle the credit that goes to the director from that belonging to the sincere, intelligent, studious effort of Miss Lillian Gish and Mr. Robert Harron.

"Hearts of the World" sets a new ideal for motion-pictures, as have most of the great feature films of the past. Yet it does more. It shows a new way; it turns a leaf. It shows that hereafter the spectacle is to be but a setting; the story is the thing.

In the first big days of the films, the stage managers who had been confined to a sixty-foot stage, canvas forests and armies of a dozen beery supers went wild when they found real forests and huge armies ready at hand. The spectacular element ran away with pictures. But with this feature play, the story comes into its place again.

It is a call for brains. It is a call for authors and for actors, as well as directors.—*Editorial Los Angeles Times, Thursday, March 14.*



*The Refugees*

*Writing letters to the loved ones at home*

"The Stars and Stripes forever"
The French
re-capture the village

Under the German banner
of frightfulness

*During the bombardment - and after.*

# WHEN TWO GREAT MEN CLASPED HANDS

## DAVID LLOYD GEORGE, PRIME MINISTER OF ENGLAND, SHAKES HANDS WITH DAVID WARK GRIFFITH AND WISHES HIM GOD-SPEED ON HIS JOURNEY TO PRODUCE "HEARTS OF THE WORLD" UPON THE BATTLEFIELDS OF FRANCE UNDER THE AUSPICES OF THE BRITISH GOVERNMENT

THE greatest statesman of England today is David Lloyd George, Prime Minister and Premier of the War Cabinet which directs the participation of Great Britain in the Campaign against Autocracy and in Defence of Civilization.

Upon the shoulders of Lloyd George rests the mighty burden of directing the destinies of Five Million Men in the British Army, of exercising Supreme Control over the great English Navy which is the bulwark of that kingdom and which is the outpost of the defences of the United States against aggression by sea.

Essentially a self-made man, David Lloyd George rose from the comparative obscurity of humble birth, to be called by his Nation to the exalted position he now holds; a leader of statesmen, entrusted by the King with supreme power, the House of Commons voting support for all measures he advocates, and the entire supreme conduct of England's share of the Great War in his hands.

Eighteen hours a day is the normal time he places at the disposal of his great task. Eating and sleeping are but subordinate matters to his tremendous energy.

Sitting at his desk, at Number 10, Downing Street, the unpretentious offices of the British Cabinet, David Lloyd George is now consecrating his life, his services, his mighty brain, to the cause of Civilization in order that the Allies—the United States, England, France and the other nations battling for Freedom—may bring the War to a victorious conclusion.

Busy as this man is, with demands upon every second of his time; with Admirals, Generals, Ambassadors, Statesmen, Leaders of Parliament, Members of the House of Lords, Emissaries from the King, with a thousand and one people anxious to interview him upon important matters, Lloyd George set aside a large part of one busy morning, eighteen months ago, to receive David Wark Griffith in his private office at Number Ten Downing Street.

Mr. Griffith was accompanied by Lord Beaverbrook, member of the House of Lords, and prominently identified with war relief work for wounded soldiers. Mr. Griffith had come to London to seek official permission to visit the battlefields of France in order to secure material for use in his wonderful love story of the war, "Hearts of the World," which he had planned to stage with the Great War as a background.

Months before, in his bungalow near Los Angeles, Mr. Griffith had conceived the idea of staging the sweetest love story ever told, with the scenes and incidents taking place in a little village in France which was devastated and ruined by the war.

Lord Beaverbrook, a prominent member of the British nobility, welcomed the idea with such enthusiasm that he arranged the meeting with Lloyd George.

For more than one hour, the British Prime Minister held up the cog-wheels of the war while he discussed the situation with Mr. Griffith, heard Lord Beaverbrook enthuse over the story which should be a lesson to the civilized world, to bring courage and comfort to the hearts of the Allies, to show the world the evils and the wretchedness of a population under German control, and to arouse the greatest patriotism and love of country in every land where the great story should be told.

When all was agreed upon, and Mr. Griffith was formally commissioned by the British Government to visit the battle-

fields of France, when the full resources of the British and French governments and their armies had been placed at his disposal to aid him in his great work, David Lloyd George took Mr. Griffith by the hand and said, cordially:

"You will do this to aid Humanity. The idea back of your splendid story is a message to civilization that its fight will not be in vain. Let me be the first to predict that when you have completed your labors, you will have produced a masterpiece which will carry a message around the world—a story which will inspire every heart with patriotism, with love of country, with the great Cause for which the civilized nations of the world are now fighting in France. This, Mr. Griffith, is the greatest and most wonderful task you have ever attempted. God speed you in your great work and grant that you may accomplish your desires."

And so David Wark Griffith set forth from the British Cabinet offices at Number Ten Downing Street, with the official endorsement, aid and approval of the British Prime Minister, the British government, and with full authority to call upon any officers of the forces on land or sea to aid him in his cherished work.

Back of the battle lines in Flanders, through stricken villages in the ruined section of France, following the British army, risking life a hundred times to get close enough to the firing line to get effective material, Mr. Griffith, his camera men, and his intrepid company of players moved and acted for the camera, within sound of the big guns, near bursting shells, until at last Mr. Griffith gave the signal that the task had been accomplished.

In peaceful villages far from the turmoil of war, amid rustic surroundings of such great beauty that they resembled Corot landscapes, Mr. Griffith and his associates took these wonderful scenes which show the beginning of the great love story depicted in "Hearts of the World."

There the sweetest of all love stories was enacted by the beautiful and charming Gish sisters, Lillian and Dorothy, with their mother participating in most of the scenes; with Robert Harron, leading man; George Fawcett, and other players, all of whom had risked their lives for the big dramatic scenes and who now appeared in a new light in those peaceful and beautiful episodes which form the first part of Mr. Griffith's latest and greatest achievement, "Hearts of the World."

# D. W. GRIFFITH'S

SUPREME TRIUMPH

# HEARTS OF THE WORLD

The Story of a Village

An Old-Fashioned Play with a New-Fashioned Theme

In Two Parts

Scenario by M. Gaston de Tolignac

Translated into English by Capt. Victor Marier

Under Personal Direction of D. W. Griffith

THE CHARACTERS

(In the order in which they appear)

| | |
|---|---|
| The Grandfather | Adolphe Lestina |
| The Mother | Josephine Crowell |
| The Girl, Marie Stephenson | Lillian Gish |
| The Boy, Douglas Gordon Hamilton | Robert Harron |
| The Father of the Boy | Jack Cosgrave |
| The Mother of the Boy | Kate Bruce |
| The Littlest Brother | Ben Alexander |
| The Boy's Other Brothers | M. Emmons<br>F. Marion |
| The Little Disturber | Dorothy Gish |
| Monsieur Cuckoo | Robert Anderson |
| The Village Carpenter | George Fawcett |
| Von Strohm, agent of German autocracy | George A. Siegmann |
| The Inkeeper | Fay Holderness |
| A Deaf and Blind Musician | L. Lowy |
| A Poilu | Eugene Pouyet |
| A French Peasant Girl | Anna Mae Walthall |
| A Refugee | Mlle. Yvetter Duvoisin |
| (COURTESY MAX DURUY, COMEDIE FRANCAISE, PARIS) | |
| A French Major | Herbert Sutch |
| A Poilu | Alphonse Dufort |
| A Poilu | Jean Dumercier |
| Stretcher Bearers | Jules Lemontier<br>Gaston Riviere |
| A Poilu | Georges Loyer |
| A German Sergeant | George Nichols |
| Refugee Mother | Mrs. Gish |
| Woman with Daughter | Mrs. Harron |
| Wounded Girl | Mary Harron |
| Refugee | Jessie Harron |
| Boy with Barrel | Johnny Harron |

# Garrick Theatre

ROBERT HARRON and LILLIAN GISH

**The Sweetest Love Story Ever Told. A Romance of the Great War**

**William Elliott, F. Ray Comstock and Morris Gest**

**PRESENT**

## D. W. GRIFFITH'S

**SUPREME TRIUMPH**

# HEARTS OF THE WORLD

WETHERILL PRINTING COMPANY, 814 WALNUT STREET, PHILADELPHIA, PA.

# GARRICK THEATRE

Samuel F. Nixon, Managing Director
Sam'l Nixon-Nirdlinger, Business Manager

## FIRE NOTICE

**Look around NOW and choose the nearest Exit to your seat. In case of Fire walk (not run) to THAT Exit. Do not try to beat your neighbor to the street.**

**GEO. W. ELLIOT, Fire Commissioner.**

**WEEK BEGINNING TUESDAY, APRIL 30, 1918**
**TWICE DAILY**

## D. W. GRIFFITH'S

# HEARTS OF THE WORLD

The Story of a Village
An Old-Fashioned Play with a New-Fashioned Theme
In Two Parts
Scenario by M. Maston de Tolignac
Translated into English by Capt. Victor Marier
Under Personal Direction of D. W. Griffith
Management Wm. Elliott, F. Ray Comstock and Morris Gest

**The Characters**
(In the order in which they appear)

The Grandfather ..... Adolphe Lestina
The Mother ..... Josephine Crowell
The Girl, Marie Stephenson ..... Lillian Gish
The Boy, Douglas Gordon Hamilton ..... Robert Harron
The Father of the Boy ..... Jack Cosgrave
The Mother of the Boy ..... Kate Bruce
The Littlest Brother ..... Ben Alexander
The Boy's Other Brothers ..... { M. Emmons / F. Marion
The Little Disturber ..... Dorothy Gish
Monsieur Cuckoo ..... Robert Anderson
The Village Carpenter ..... George Fawcett
Von Strohm, agent of German autocracy ..... George A. Siegmann
The Innkeeper ..... Fay Holderness
A Deaf and Blind Musician ..... L. Lowy
A Poilu ..... Eugene Pouyet
A French Peasant Girl ..... Anna Mae Walthall
A Refugee ..... Mlle. Yvetter Duvoisin
(Courtesy Max Duruy, Comedie Francaise, Paris)
A French Major ..... Herbert Sutch
A Poilu ..... Alphonse Dufort
A Poilu ..... Jean Dumercier
Stretcher Bearers ..... { Jules Lemontier / Gaston Riviere
A Poilu ..... Georges Loyer
A German Sergeant ..... George Nichols
Refugee Mother ..... Mrs. Gish
Woman with Daughter ..... Mrs. Harron
Wounded Girl ..... Mary Harron
Refugee ..... Jessie Harron
Boy with Barrel ..... Johnny Harron

## ACT I.

(1) The first part is given up to the village in time of peace.
(2) The latter part is the struggle with the Germans for its possession.

## ACT II.

(1) The village under German occupation.
(2) The Allied Forces attempt to drive out the invader.

---

### Synopsis of "Hearts of the World"

Two American painters make their homes in France. Marie, the daughter of one painter, and Douglas Hamilton, the oldest son of the other, live next door to each other. A natural event is the love between the two.

The Little Disturber, a strolling singer, falls in love with young Douglas, also. However, this affair does not develop to any disastrous conclusion.

Marie and her lover are in the midst of great preparations for their coming wedding when the Great War begins. Though an American citizen, he gives his life to the service of France.

Marie and her family, left at home in the village, refuse to believe the possibility of danger.

The little French company, a part of the great army of France, however, are beaten back by the great German offensive.

Then follows the overwhelming of the French, the bombardment and destruction of the village. The scenes of the evacuation and of the distress and terror of the villages under the bombardment.

The latter part of the story takes up the village under the German occupation.

In this village Marie and the Little Disturber manage to drag out an existence at the village inn, now in possession of the Huns.

The story relates the suffering, privations and agony of the villagers in their captivity, relating also the preparations for the rescue of the village by the French, the massing of their troops, the intense struggle of the French soldiers to recapture the village and free their loved ones; and the prayers and hopes of the women and children of the village awaiting their deliverance, ascend from cellar and crypt in the stricken district.

---

BARRAGE—Curtain of fire. A curtain of exploding shells projected over and in advance of charging infantry, protecting it from frontal attacks and concealing its movements.

DUGOUT—A room excavated in the ground and oftentimes in the side of a trench, serving as a shelter from heavy shells, and used as sleeping and living quarters, offices, etc., by the troops. It is covered several yards deep with broken rock, tree branches and earth for protection against heavy shells. The German dugouts generally are very elaborate.

HAND GRENADE—A small bomb thrown with the hand. The thrower releases a spring which lights a fuse. The explosion is timed to occur when the grenade reaches its mark.

RIFLE GRENADE—Similar to the hand grenade in construction, but fitted with a stem which is inserted in the barrel of the rifle. By the explosion of the rifle cartridge, the grenade is projected with great accuracy to a distance of several hundred yards.

HUNS—And Boches—Names given the Germans by the Allies.

H. A.—Heavy Artillery. The heavy guns which carry charges mounting up to 2,000 pounds.

POILU—Pet name given the French private soldier.

SHRAPNEL—An explosive shell loaded with pieces of metal, which explodes over the heads of the enemy. Tremendous damage is done by the flying slugs.

The first part of our play is the story of the village in the time of peace, an attempt in a small way to suggest the beauty of France, the music of her moonlight, the perfume of her blossoms, the charms of her walls and her streets, her streams and pathways—ways that the legions of Caesar found beautiful centuries ago.

An attempt to suggest the gold of her love, her small troubles, her light laughter, her great hopes.

The heroes and heroines are humanity, the villain, militarism.

Our poor little heroes and heroines we know have a heavy burden, trying to give even the faintest suggestion of that heavy load carried by humanity in stricken France and Belgium.

So try to bear with them indulgently, for the story they tell is the story of truth. The things that occur may not have happened in quite the sequence as told here, but all these incidents have really happened in that land where nothing seems impossible, where all the world is in Gethsemane and the earth is a forest of crosses on which hang the atoms of broken humanity. In the night outside our house anguished voices cry out. Whatever the darkness holds, we must take the lantern and go out into it.

---

## NOTES.

Mobilization occurred in France August 1st. The declaration of war with Germany did not occur until two days afterward.

The incident of the boy crossing into the enemy's territory follows exactly the experience of a young officer in the French army, save that his hiding place was a cellar instead of an upper room. These bold visitations by the enemy on both sides have been of not uncommon occurrence. It is not a matter of extreme difficulty in quiet sectors to get into the enemy's trench and back areas. The great difficulty is in returning to one's own lines.

It is a strange and unpleasant coincidence that the first scenes of the second act were taken in the village of Ham, which has only recently fallen again into the hands of the German conquerors.

At least two of the cameras that recorded some of the events in this picture have been destroyed by enemy shells.

Scenes in the prologue, showing Mr. Griffith on the battlefield, were taken by the official cinematographer of the British War Office. Captions by the British War Office.

The scene of the repairing of the trench shows the soldiers doing away with the ill results of two shells dropped six minutes before the camera passed.

The scene of the camera set in the front line was taken just as three rifle grenades dropped twenty feet away.

The battery of guns, taken in action on the 18th of last September, during the heaviest artillery bombardment ever known, just before the combined British and French push at Paschendaelle Ridge. This picture was taken in the morning. The camera men and staff returned by St. Julien Road in the afternoon in time to see this very battery put out of action by enemy shells two hundred yards away.

The scene of the ruins of the old home of the girl, shown during the climax in the last act, is today again under fire from German guns.

It may be of interest to know that the principal characters in the play have been many times under bombardment, and have suffered the terror of shell and shrapnel, have seen and heard humanity stricken by actual war. In one instance a rehearsal of a scene was interrupted by a shell unexpectedly falling without warning twenty yards away. In the silence after the passing death the vicinity was alive with the cry of the wounded and busy with stretcher bearers carrying away the dead.

The wall, against which the lovers lean in our story, is only a wall, and a similar one can be built in any studio, but parts of this wall were built when the legions of Caesar marched through Gaul, that the actual ruins of the girl's home were actually torn by shot and shell and are actually under the hand of the German conqueror, that the stream seen in the play has often been crimson with the blood of France, that at least these backgrounds are actual and real monuments, reminding us of the greatest of the world's dramas.

---

## AN EXPRESSION

The place where science meets and mingles with the fine arts is the motion-picture screen.

Starting in their first crude beginnings as little else than a sublimated "peep show," the pictures are now attracting the best brains of the world. The finest actors, many of the best writers, chemists, inventors and artists with both camera and brush have heard the call.

Every great feature picture, beginning with the "Birth of a Nation," has registered some extraordinary advancement. Each new picture drama is waited for as a new milestone along the path. So rapid is the progression!

On Tuesday night, D. W. Griffith presented "The Hearts of the World" here for the first time. And the world is already eagerly inquiring, "What new thing has it brought to this, the baby of the arts?"

"Hearts of the World" was filmed under extraordinary circumstances. By the favor of the British Foreign Office, Mr. Griffith was permitted to take many of the scenes of the drama in the front line trenches, where his properties were French and British cannon actually hurling shell into the German lines.

The music that inspired his actors was the shriek of shrapnel on a mission of death. The villains of the piece were not supers arrayed in the prop costumes; they were real German soldiers with the fear of death in their hearts and the sound of death in their ears.

Before the outbreak of the war, motion-picture directors were often heard to sigh that motion cameras had not been invented at the time of the great wars of the past. Yet, in the light of this great Griffith picture, we come to the realization that the camera is to bring the death of the great spectacle. Moving pictures are so common in their profusion of wonderment that the thrill has oozed away. The grandeur of war is an old story to every child.

The Griffith picture is a great drama, as we now discover, not because it was made under fire at the war front, but because it is a wonderfully sweet, human, appealing love story. And with this realization, the artist steps up to the place he should have had this long while, and the mechanic steps down.

The mechanical difficulties of motion-pictures have been solved; the artistic famine is next to be relieved. "Hearts of the World" opens up a field of rich promise in this regard. It hints in a striking way of the splendid opportunities that wait for literary men in the films—yes, and for great actors.

Hitherto picture plays have been sheer melodrama in that they dealt with types rather than characters. There have been very, very good people and very, very bad people. As in the old morality plays, there has been virtue and vice disguised in various personalities.

"Hearts of the World" shows what opportunities there are for real delineations of real people.

There is not in all literature a more charming character study than that of the little street singer in "Hearts of the World"—the debonair little philosopher who holds to the text that if "you can't get what you want, then want what you can get." There is insouciance and delicate fascination in this little bit of literature that suggests Robert Louis Stevenson's "A Lodging for the Night."

Some of this charm is due to the author and the director, but a great deal of it is attributable to the exquisite art of Miss Dorothy Gish. No less can be said of the sweet wistfulness of the love story. We cannot disentangle the credit that goes to the director from that belonging to the sincere, intelligent, studious effort of Miss Lillian Gish and Mr. Robert Harron.

"Hearts of the World" sets a new ideal for motion-pictures, as have most of the great feature films of the past. Yet it does more. It shows a new way; it turns a leaf. It shows that hereafter the spectacle is to be but a setting; the story is the thing.

In the first big days of the films, the stage managers who had been confined to a sixty-foot stage, canvas forests and armies of a dozen beery supers went wild when they found real forests and huge armies ready at hand. The spectacular element ran away with pictures. But with this feature play, the story comes into its place again.

It is a call for brains. It is a call for authors and for actors, as well as directors.—Editorial Los Angeles Times, Thursday, March 14.

---

**Executive Staff**

Albert L Grey .....Personal Representative for Mr. D. W. Griffith
John T. Lloyd.....Assistant to Mr. D. W. Griffith
Ralph De Lacey .....Stage Manager
Benj. Turner .....Chief Operator

Music arranged by Carli D. Elinor

H. Lowenstein ..... Musical Director

---

**Executive Staff for Wm. Elliott, F. Ray Comstock and Morris Gest**

J. A. Manning.....Manager
William A. Page.....General Press Representative

---


# LYRIC THEATRE PHILADELPHIA

The Comstock-Elliott Company

PRESENTS

The Best and Liveliest of all the Famous Princess Theatre Successes

# "OH, BOY"

By Bolton, Wodehouse & Kern

## ORIGINAL NEW YORK CAST

**ELLIOTT, COMSTOCK & GEST ATTRACTIONS IN NEW YORK**

Fray Comstock's **Princess Theatre** 39th St. West

The Comstock-Elliott Company Presents
The 5th Princess Musical Comedy Success

# "OH, LADY, LADY"

By Bolton, Wodehouse and Kern

**BRIGHTEST AND SMARTEST MUSICAL HIT IN N. Y.**

**Century Grove** Atop the Century Theatre 62nd Street near Broadway

Smartest and Best After-Theatre Resort in all New York

# MIDNIGHT REVUE

Starts at 11.30 Grove opens for Dancing 10.30 P. M.

**STAR CAST AND 30 BEAUTIFUL GIRLS**

**EIGHTEEN MUSICAL NUMBERS**

**Century Theatre** REOPENS IN SEPTEMBER

**FIRST TIME IN AMERICA**

The Reigning Musical Comedy Success of London

Wm. Elliott, F. Ray Comstock and Morris Gest will Present

# The Maid of the Mountains

**CASINO THEATRE** B'way and 39th St.

George V. Hobart's Newest Play

A Sequel to "Experience"—A Patriotic Allegory

# "LOYALTY"

## ANNOUNCEMENT

---

# SOMETIME IN AUGUST

William Elliott, F. Ray Comstock and Morris Gest
WILL PRESENT

**THE BIGGEST SUCCESS OF THE PAST SEASON IN NEW YORK**

# CHU CHIN CHOW

A Musical Tale of the East. Written and Conceived by Oscar Asche
Music by Frederick Norton

**NOW IN ITS SECOND YEAR IN LONDON**
**14 BIG SCENES—COMPANY OF 300**

TO BE PRESENTED AT THE

# NEW SHUBERT THEATRE

**South Broad Street, adjoining Academy of Music**

---

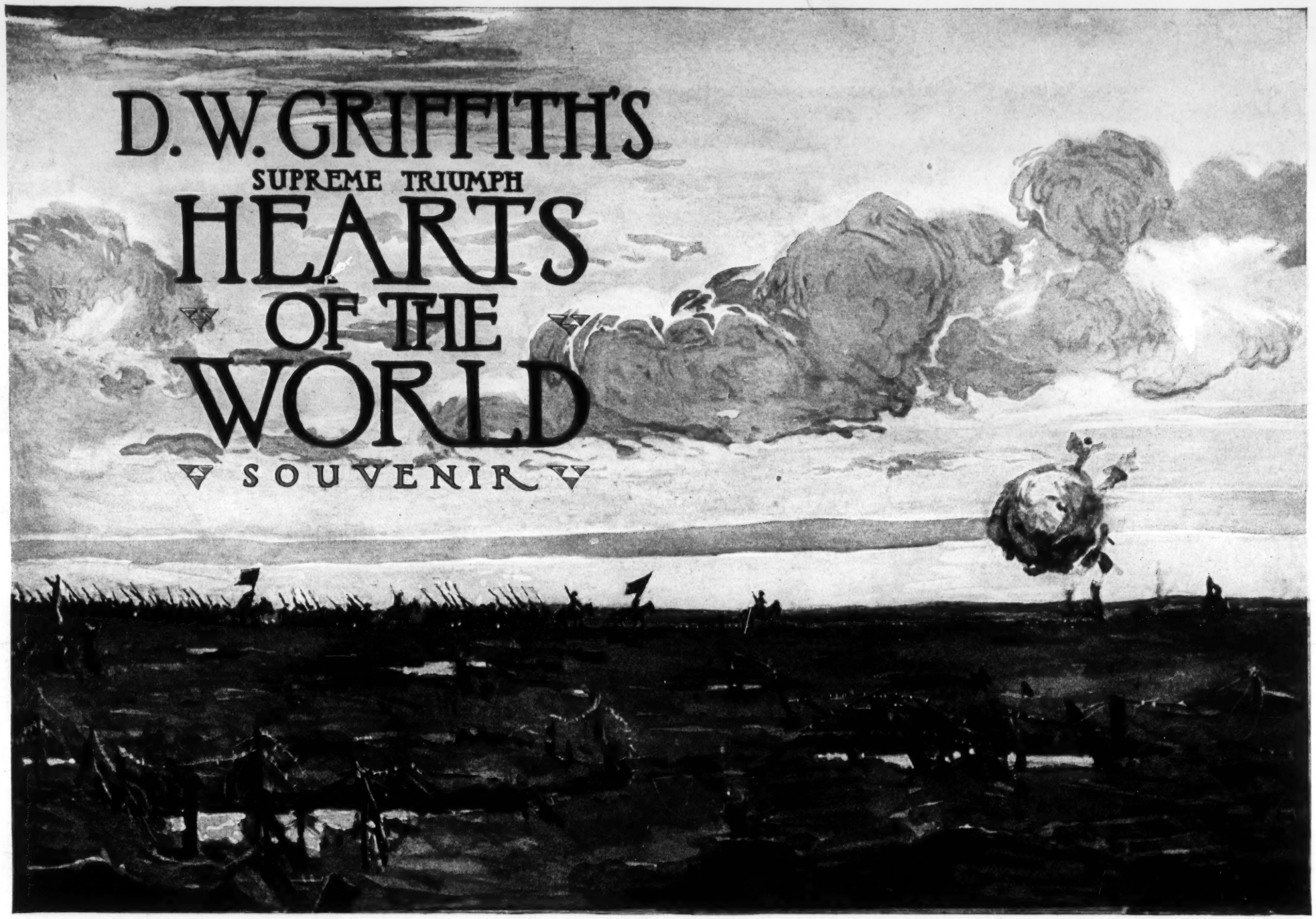
# Original Cast

**Exactly as seen for 7 months in New York, at the**

**CENTURY THEATRE**

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Apr. 1915



Copyright, 1918
by
David Wark Griffith
All rights reserved

*The Ballad Beautiful*

# HEARTS OF THE WORLD

DEDICATED TO

## MR. D. W. GRIFFITH

*Lyric by*
BARTLEY COSTELLO

*Music by*
JAMES W. CASEY

Across the sky of sunshine
Now drift the clouds of war;
The star of Mars is ruling
In my land and afar.
The lands that once were brothers
Have battle flags unfurl'd,
And countless hearts are breaking
Thru out the whole wide world.

Hearts of the world
Are crying out in pain.
Sorrow creeps on,
It seems in endless chain.
Pray that tomorrow
Will end all sorrow.
Hearts of the world
When will you smile again.

Across the darken'd shadows
There comes a ray of light.
Big hearts are bravely fighting
To set the world a-right.
May love and rest soon linger
In lands now torn with pain,
May heaven bless the heroes
Who'll bring peace once again.

---

*Copyrighted 1918 by Echo Music Pub. Co., New York and Seattle*

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Designed
Engraved and Printed by
The Sackett & Wilhelms Corporation
New York

File 4/ 118

D.W.G. CORPORATION--ACCOUNT OF "HEARTS OF THE WORLD."

- - - - - - - - - - - - - - - -

| | | | |
|---|---|---|---|
| Feb. | 19. | Western Union - - - - - - - - - - - - - - - - - | $ 7.35 ✓ |
| Mar. | 6. | Pendennis Club - - - - - - - - - - - - - - - - | 22.04 ✓ |
| " | 6. | A.W. Herman - - - - - - - - - - - - - - - - - | 19.76 |
| " | 11. | Western Union -n- - - - - - - - - - - - - - - | 59.36 ✓ |
| " | 11. | Disbursements - - - - - - - - - - - - - - - - | 33.12 ✓ |
| " | 11. | Cain Transfer Co. - - - - - - - - - - - - - - | 2.00 ✓ |
| " | 13. | American Express Co.- - - - - - - - - - - - - | 48.85 ✓ |
| " | 16. | C.R. Wood - -- - - - - - - - - - - - - - - - | 6.00 ✓ |
| Apr. | 12. | Western Union - - - - - - - - - - - - - - - - - | 132.84 ✓ Up to Mar 31/19 |
| " | 16. | Herbert S. Clark - - - - - - - - - - - - - - - | 394.00 ✓ |
| " | 22. | A. H. T. Banzhaf (For disbursements made) | 54.50 ✓ |
| | | | $ ~~789.82~~ 779.82 |

Total $789.82

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 3211B

Paid Bills

# THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

## STATEMENT OF ACCOUNT

New York _____ 191___

A.H.T.BANZHAF, DA
2 RECTOR ST.,
NEW YORK,N.Y.

**The following bills are past due and unpaid. An early remittance will be appreciated.**

| | | |
|---|---|---|
| Month of apr - Cable | 191 8 | $ 30.90 |
| " " apr | 191___ | $ 32.05 |
| " " | 191___ | $ 62.95 |
| " " | 191___ | $ |
| " " | 191___ | $ |
| " " | 191___ | $ |
| | TOTAL | $ |

Paid MAY 24 1918

Aug Ck. 128

**Please make check payable to the order of the company, and remit to the cashier, The Western Union Telegraph Company, 24 Walker St., New York.**

| SERVICE | SYMBOL |
|---|---|
| Message | |
| Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 1918 MAY 1 AM 9 57

6 BROAD ST. N.Y.

1918 MAY 1 AM 9 46

War

C184CH 90 NL 1/76

LOSANGELES CALIF 30

A H T BANZHAF

928

2 RECTOR STREET NEWYORK NY

DO NOT THINK IT WISE LET ANY ONE REDUCE INTOLERANCE PRICES UNTIL WE GET HEARTS STARTED DID YOU GET DATA ABOUT RECEIPTS FOR BIRTH NEWYORK FIRST SUMMER ALSO WOULD LIKE CHICAGO CAN LET GEST DO WHAT HE PLEASES ABOUT MCLEAN WHAT HAS BEEN DONE ABOUT SELLING STATE RIGHTS SHERMAN HERE OFFERED ONE HUNDRED FIFTY THOUSAND TO ZUKOR TWENTY PERCENT PROFIT AND EQUAL DIVISION THINK IF HE WOULD MAKE THIS TWO HUNDRED MIGHT BE WISE TO ACCEPT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT 1918 MAY 1 AM 9 45

C184CH SHEET TWO 2/14

OF COURSE EXCEPTING CALIFORNIA STOP HAS FILM AND MUSIC BEEN SHIPPED TO ENGLAND ANSWER

D W GRIFFITH.

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Telegram | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Telegram | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

195 BROADWAY, N. Y.

War

DA127CH RC 31 NL

LOSANGELES CAL MAY 1ST 1918

9441

A H T BANZHAF

2 RECTOR ST NEWYORK NY

IF BROWN HAS THE MONEY SURELY ACCEPT FIVE HUNDRED THOUSAND OR LESS QUICK URGE UPON ZUKOR NECESSITY OF GETTING RID OF SOME TERRITORY TO INSURE US RETURN ONE ALL MONEY ANSWER

D W GRIFFITH

UUU U U

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

AM 9 09

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

1918 MAY 1 AM 8 55

5 BROAD ST. N.Y.

War picture cost.

J146CH 108 NL 1/75

LOSANGELES CALIF APR 30

816

A H T BANZHAF

2 RECOTR ST NEWYORK NY

REGARDING COST WAR PICTURE YOU REFER TO ONE ARTCRAFT NOT TO GRIFFITH SIX THOUSAND POUNDS PAYMENT IN LONDON ALSO REFER TO THIS AS THIRTY THOUSAND DOLLARS CORRECT EXCHANGE ONE THOUSAND THREE HUNDRED EIGHTY DOLLARS LESS ACCORDING ANOTHER OF OUR STATEMENTS PLEASE ADVISE WHICH IS CORRECT IF YOU WANT ME TO COMPILE TOTAL COST WAR PICTURE SHOULD THINK EUROPEAN AND NEWYORK EXPENSES SHOULD BE INCLUDED SHOULD ALSO INCLUDE SUMS ADVANCED BY GRIFFITH PERSONALLY AND GRIFFITH CORPORATION

UUU

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

U

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

U

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

1918 MAY 1 AM 8 55

J 146CH SHEET 2/33

PER YOUR DUMMY LEDGER AND TRIAL BALANCE ATTACHED TO MEMORANDUM TO ME FEBRUARY NINETEENTH HOWEVER IF YOU WANT ONLY COST AT PACIFIC COAST CAN ELIMINATE ALL EASTERN EXPENSES MAILED PRELIMINARY TRIAL BALANCE TODAY

E D BIDWELL.

War Pictures

Commercial Trust Bldg.
Philadelphia, May 1 1918

Hon. Martin G. Brumbaugh,
Executive Mansion, Harrisburg, Pa.

Dear Sir:-

The Philadelphia papers this morning contain the announcement that the Board of Censors has ordered seven scenes excised from the film "Hearts of the World", and that the producers have refused to make the cuts and propose to carry the matter to the courts. The same papers carry a large advertisement signed by the Managers of "Hearts of the World" calling upon the public to protest against this action of the Censors and to write letters of protest to the Governor against the action of "these pro-German Censors who would suppress freedom and liberty". This advertisement states that the Censors "have declared that Mr. Griffith's drama must not be shown in Philadelphia", which seems to me to be disingenuous if my understanding of the action of the Censors is correct, and that they have simply required the cutting out of certain scenes and presumably would permit the showing of the drama without these scenes.

I wish to enter an emphatic protest against the effort of Mr. Gest to make it appear that the action of the Censors is due to their pro-German attitude. The news articles state that the scenes which are ordered to be excised depict the characteristic German brutalities toward French and Belgian women, and Mr. Gest's own advertisement says that the film shows the "unspeakable and barbarous" warfare of the Germans. If, as is doubtless the case, the details shown are "unspeakable" there would seem to be ample justification for the action of the Censors in forbidding such details to be shown on the screen.

It must be remembered that our moving picture shows are attended not only by adults but by many children who are of an impressionable age, and I believe the parents of these children should be a unit in protesting against the showing of such scenes as are indicated.

I earnestly hope that the action of the Censors will be upheld and that those in authority will not be misled by the wholly meaningless charge of pro-Germanism.

I am sending copies of this letter to the Board of Censors and to Mr. Gest.

Very truly yours,

E. H. Alden

MUSEUM OF MODERN ART FILM LIBRARY

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

May 1st 1918.

D. W. G. CORPORATION

-TO-

AIBERT H. T. BANZHAF, DR.

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

TO professional services for month of April-1918 - - -$150.

Received Payment,

MAY 1 5 1918

Dwg, Ck. # 127

N. J. 34 2-18-50M BEN.

# THE CORPORATION TRUST COMPANY

15 EXCHANGE PLACE

JERSEY CITY, N. J.

DWG. Vouchers

The Corporation Trust Company System
ORGANIZED 1892
15 EXCHANGE PLACE, JERSEY CITY, N. J.
CHICAGO PHILADELPHIA PORTLAND
ST. LOUIS ALBANY WILMINGTON
CORPORATION REGISTRATION COMPANY
511 EXCHANGE BUILDING, BOSTON

AFFILIATED WITH
THE CORPORATION TRUST COMPANY
37 WALL STREET, NEW YORK CITY

(Duplicate 7/1/18)

May 1, 1918.

| | | |
|---|---|---|
| D. W. G. Corporation (Delaware-3066) | | |
| ANNUAL FEE MAINTENANCE REGISTERED OFFICE to May 19, 1919 | $50 | 00 |
| FEE AS TRANSFER AGENT to | | |
| FEE ENTERING TRANSFERS to | | |
| FEE AS REGISTRAR to | | |

DISBURSEMENTS

DWG. Check #145.

PAID
SEP 11 1918
The Corporation Trust Company
Treasurer

(ALL CHARGES PAYABLE IN ADVANCE)

War Picture

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

MAY 2 1918.

War

D W GRIFFITH HOTEL ALEXANDRIA

LOS ANGELES CALIFORNIA

SUBMITTED PROPOSITION TO BROWN TO PURCHASE WEST OF MISSISSIPPI INCLUDING CALIFORNIA EXCEPT LOS ANGELES ENGAGEMENT ALSO WISCONSIN ILLINOIS . KENTUCKY TENNESSEE LOUISIANA AND MISSISSIPPI FOR FIVE HUNDRED THOUSAND WHAT MINIMUM WOULD YOU ADVISE SUGGEST YOU HAVE SHERMAN MAKE PROPOSITION OF TWO HUNDRED THOUSAND FOR STATES MENTIONED BY HIM ON SAME TERMS HE SUGGESTED SUCH OFFER COULD BE USED AS LEVERAGE ON BROWN LONDON PRINT AND MUSIC WAITING PERMIT BRITISH SHIPPING DEPARTMENT WHICH I EXPECT THIS WEEK LEAVING TONIGHT PHILADELPHIA LEGAL BATTLE FRIDAY GREAT PUBLICITY THERE AM MAILING NOTICES IF YOU ARE CONSIDERING MARY ROBERTS RHINEHARD STORIES ADVISE ME AS HER BUSINESS AGENT HERE

BANZHAF

2 Rector Street N Y C

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

1918 MAY 3 AM 9 25

Your

B185CH 27 NL

LOSANGELES CALIF MAY 2

ALBERT H T BANYHOF

2 RECTOR ST NEWYORK NY

CABLE LORD BEAVERBROOK CARE OF BURLOCK HE WILL GET YOUR PRINT SHIPPED AT ONCE AS HE CABLED BEFORE I LEFT IF ANY TROUBLE TO LET HIM KNOW

GRIFFITH.

War Picture

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT N. W. CORNER 15th AND CHESTNUT STS., PHILADELPHIA, PA. 1918 MAY 3 PM 4 52

D131CH 42 BLUE

LOSANGELES CALIF 11 29A 3

A H T BANZHAF 1425

GARRICK THEATRE PHILADELPHIA PA

SUPPOSE ILLINOIS MEANS AFTER CHICAGO FIRST ENGAGEMENT NOW THINK A MINIMUM CASH OFFER FOUR HUNDRED THOUSAND WOULD BE ACCEPTABLE IF POSSIBLE GETTING SHARING AGREEMENT AFTER HE IS ALLOWED CERTAIN PROFITS BECAUSE BELIEVE HIS CHANCES AT THIS PRICE ARE GOOD FOR MAKING PROFIEPMAN AND HEGGIE.

FAMOUS PLAYERS - LASKY CORPORATION

485 FIFTH AVENUE MURRAY HILL 8500 CABLE ADDRESS FAMFILM NEW YORK CITY

OFFICE OF ADOLPH ZUKOR
PRESIDENT

War

May 3rd,
1 9 1 8.

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City, N. Y.

Dear Mr.Banzhaf:

Enclosed please find list of states grouped according to territories for the exploitation of "HEARTS OF THE WORLD" and the amount of money we figure should be gotten out of each group for state rights. I have mailed a copy to Mr.Griffith.

Very truly yours,

Adolph Zukor
BG

AZ:BG

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

May 4 1918

D W GRIFFITH HOTEL ALEXANDRIA

LOS ANGELES CALIFORNIA

PROPOSITION TO BROWN INCLUDES CHICAGO ENGAGEMENT GREY AND GEST HAVE PROPOSITION FOR SOUTHERN TERRITORY WHICH LOOKS GOOD PHILADELPHIA O K GREAT PUBLICITY HAVE OBTAINED COOPORATION BRITISH MINISTRY OF SHIPPING PRINTS WILL BE FORWARDED AT ONCE

BANZHAF

War 6

May 6th 1918.

Mr. H. B. Varner,
c/o Lyric Theatre,
Lexington, North Carolina.

Dear Sir:

Mr. Mitchell has handed me your letter addressed to him, regarding the purchase of State Rights for Hearts of the World for Virginia, North and South Carolina. I beg to reply that the plan of the Company is to sell the entire South to one purchaser rather than to split this territory up into several States. We have divided the South, following states: Delaware, Maryland, Virginia the District of Columbia, Georgia, Florida, Alabama, Mississippi, North and South Carolina and Louisiana.

If you are interested in this groupe of States we would be glad to have you call at the office of Mr. Zukor, Famous Players-Lasky Corporation, at New York, at once.

We suggest immediate reply, as there are others at present negotiating for the same territory.

Very truly yours,

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

May 6 1918

War

D W GRIFFITH HOTEL ALEXANDRIA

LOS ANGELES CALIFORNIA

SHERMAN BROWN HAS FALLEN DOWN ON TERRITORY DO NOT BELIEVE HE CAN MEET FIGURES CAN YOU GET SHERMAN TO OFFER TWO HUNDRED THOUSAND FOR STATES ORIGINALLY MENTIONED BY HIM AND ON TERMS QUOTED SOUTHERN TERRITORY PROPOSITION ALSO SEEMS TO HAVE FALLEN THROUGH REGARDS

BANZHAF

2 Rector Street N Y C

New York, May 6, 1918

Mr. Albert H. T. Banzhaf,

Counsellor at Law,

2 Rector Street, City.

My dear Sir:

On behalf of Mr. Anderson T. Herd, 25 Broad Street, I am authorized to make the following proposition for the purchase of States rights for the Griffith Film called "Hearts of the World". The proposition contemplates all territory west of the Mississippi river, including Los Angeles, from the time of signing the contract, together with the states of Wisconsin, Illinois, Kentucky, Tennessee, Louisana, and a half interest in Washington, D.C. For the above specified territory, his offer is one quarter million dollars; subject only to minor details of agreement involved in such a transaction, and further subject to acceptance or rejection immediately.

As Mr. Herd is leaving the city on Wednesday, an immediate decision is imperative.

Mr. Herd refers you to the Park City Bank.

Very truly yours,

Stanley Brown

May 7th 1918.

Mr. John P. Carter,
Collector Sixth Dist. of California,
Los Angeles, California.

Dear Sir:

Replying to your favor of the 26th inst., relative to the Income Tax Statement of David W. Griffith, I beg to advise as follows:

That the Income set forth under C on Page 3, of Mr. Griffith's 1917 Income Tax Statement was derived from the sale of stock held by him of the Triangle Film Corporation and the Majestic Motion Picture Company, and that the total item, viz; $112,099.60 was received for both blocks of the aforesaid stock without mention being made as to relative values or prices therefor, and consequently the three separate items set forth in Paragraph 3 under sale-price viz; $75,000, $13,156. and $23,943.60 should be bracketed as having been received for the sale of Triangle Film Corporation stock and Majestic Motion Picture Company stock and not separated, as was inadvertently done in his report.

The entire cash and liquidated assets which Mr. Griffith received from the Triangle Film Distributing Company for the sale of said stock was made up as follows:

| | |
|---|---|
| In Cash installments - - - - - - - - - - - - - | $75,000. |
| In Liquidated cash indebtedness - - - - - - - | 13,156. |
| In secured gold notes par value $36,844. subsequently sold for cash to S. Lynch for | 23,943.60. |
| | $112,099.60 |

Hence this total of $112,099.60 was the actual cash value Mr. Griffith received for the sale of 162,500 shares of the Triangle Film Corporation stock par value $5.00 a share, and 400 shares of the Capital stock of the Majestic Motion Picture Company, par value $100. a share.

The 400 shares of the Majestic Motion Picture Company was acquired by Mr. Griffith from the Majestic Motion Picture Company in the Fall of 1914 at its fair market value

of $100. a share, consideration given for the same by Mr. Griffith being a contract of employment for a term of years.

The stock of the Triangle Film Corporation, viz; 162,500 shares was acquired by Mr. Griffith from said Company on or about August 2, 1915, said stock was issued at a par value of $5.00 a share, but was held in escrow and not subject to sale by Mr. Griffith pursuant to an agreement with other stockholders in order to keep said stock from being sold to the public. This stock was also given in consideration of Mr. Griffith entering into contractual relations with the Triangle Film Corporation.

The outstanding stock of this Company was sold in the Fall of 1915 on the New York Curb from $5.00 to approximately $9.00 a share, and is at present quoted in same exchange at from 75¢ to $1.00 a share. We feel, however, that the fair valuation to be placed upon the Triangle stock and the Majestic stock so acquired by Mr. Griffith should be the amount of the actual cash he received therefor when the same was sold and liquidated, viz; the sum of $112,099.60, said sum to be divided as follows:

The Majestic Motion Picture stock acquired by Mr. Griffith in 1914 should be valued at its par value, viz; 400 shares at $100. per share par value as income in 1914, viz; - - - - $40,000.

The Triangle Film Corporation stock acquired in 1915 be valued at the difference of $112,099.60 less $40,000., income in 1915, viz.- - - - - - - - - 72,099.60

If there is any further information that you may require in this matter I will be pleased to forward the same.

Very truly yours,

AHTB/D

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

War Pic.

May 7th 1918.

Sherman Brown, Esq.,
c/ Anderson T. Herd,
#25, Broad Street,
New York City.

Dear Sir:

Your favor of the 6th inst., relative to purchase of the State Rights of Mr. Griffith's film called, "Hearts of the World" received, and in reply thereto beg to state that as I had already submitted your proposition to the parties interested, and they having refused to accept the same, I therefore again advise you that your proposition will not be acceptable.

Very truly yours,

AHTB/D

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

War Picture
Hearts World.

JAMES GAY GORDON
ALBERT H. HARRIS
HENRY J. REBMAN
JAS. GAY GORDON, JR.
ALLEN S. MORGAN
CHARLES C. GORDON

LAW OFFICES OF
JAMES GAY GORDON
710-723 NORTH AMERICAN BUILDING
BROAD AND SANSOM STREETS
PHILADELPHIA

May 8th, 1918.

Dear Mr. Banzhaf:-

I am taking the liberty of sending you my account for professional services in behalf of Mr. Griffiths in the Film case. As the matter is concluded, I thought it proper to send the bill at this time.

Sincerely yours,

James Gay Gordon

To:

Albert H. T. Banzhaf, Esq.,
#2 Rector Street,
New York City,
New York.

War Picture

May 9th 1918.

James Gay Gordon, Esq.,
North American Building,
Philadelphia, Pa.

Dear Judge Gordon:

I have your favor of the 8th inst., together with enclosure for account of services on behalf of Mr. Griffith, beg to advise that I have this day forwarded the same for payment and I trust that you will receive a check in due season.

I want to again thank you for your kindness and courtesy in this matter and for the splendid co-operation ~~in~~ and your dignified conduct on Mr. Griffith's behalf.

I called at your office the evening after the trial but got there a few minutes after you and Mr. Rebman had left, thus was unfortunate enough to miss you, and unable to express my thanks in person.

With best regards, I remain

Very sincerely yours,

AHTB/D

D. W. GRIFFITH COLLECTION
PROPERTY OF MUSEUM OF MODERN ART FILM LIBRARY

War Picture

(1)

May 9th 1918.

Mr. Joseph L. Kun,
Lincoln Building,
Philadelphia, Pa.

Dear Joe:

I enclose herewith letter which you may present to Sanford at the Garrick Theatre. I am sure he will take care of you any time you may desire. Would prefer that you pass up Saturdays, however, and as I know you would be apt to be out of town on that day, feel this will meet with your approval.

Thanking you again for your courtesy to me while in Philadelphia and trust that I will see you on your first visit to this City, I remain

Very truly yours,

AHTB/D

Hearts of the World
Hear Pictures

(2)

May 9th 1918.

Mr. Joseph L. Kun,
Lincoln Building,
Philadelphia, Pa.

My Dear Mr. Kun:

If you will present this letter to Mr. Walter Sanford, Manager of the Garrick Theatre, he will be pleased to honor your request for tickets for admission to "Hearts of the World."

Very truly yours,

AHTB/D

Hearts World War Picture

(3)

May 9th 1918.

Mr. Walter Sanford,
Manager "Hearts of the World",
Garrick Theatre,
Philadelphia, Pa.

Dear Mr. Sanford:

I enclose herewith bill of Judge Gordon for professional services rendered in re the Censor Board matter at Philadelphia to the sum of $750.00.

Also I enclose herewith statement of my disbursements re two trips to Philadelphia and return. Will you kindly either send a Judge Gordon check to him directly or send it to me and I will see that it is properly forwarded to him. Also please send me a check for my disbursements.

These funds are properly chargeable against the Philadelphia Company and should be paid out of this week's or next week's receipts.

Thanking you for your attention to this matter, I remain

Very truly yours,

P.S. Will you please also honor any reasonable request for tickets made by Mr. Joseph L. Kun, who is attorney for the Censor Board of Pennsylvania?

A.H.T.B.

AHTB.D

War Picture

(4)

May 9th 1918.

Mr. Henry J. Rebman,
North American Building,
Philadelphia, Pa.

My Dear Mr. Rebman:

Just a line to thank you for your kind co-operation and assistance while I was at your City on behalf of Mr. Griffith.

I trust that I will have the pleasure of again seeing you soon, or if I am not in your City that on your first visit here you will be sure to look me up and arrange to have dinner with me.

Our little chat was one of the pleasant instances of my recent trip to your City.

With kindest regards to you and Judge Gordon, I remain

Sincerely yours,

AHTB.D

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Wat F.

May 9th 1918.

Mr. Abrahms,
c/ Famous Players-Lasky Co.,
#485 Fifth Avenue,
New York City.

Dear Sir:

Enclosed herewith please find letter this day received from Mr. H.B. Varner. Kindly reply to this letter and quote him the price for the purchase of the State rights for the States therein mentioned, if you deem it advisable to quote figures by mail.

Very truly yours,

AHTB/D

CABLE ADDRESS "PRICEWATER" NEW YORK.

NEW YORK,
CHICAGO,
PHILADELPHIA,
BOSTON,
ST. LOUIS,
PITTSBURGH,
MILWAUKEE,
DETROIT,
SAN FRANCISCO,
LOS ANGELES,
SEATTLE.

RESIDENT PARTNERS
G. O. MAY.
G. R. WEBSTER.
J. E. STERRETT.
J. H. BOWMAN.
J. C. SCOBIE.

PRICE, WATERHOUSE & CO.

54 WILLIAM STREET.

MONTREAL,
TORONTO,
WINNIPEG,
VANCOUVER,

BUENOS AIRES,
RIO DE JANEIRO,
VALPARAISO

LONDON,
PARIS,
PETROGRAD,

CAIRO,
ALEXANDRIA.

NEW YORK, May 9, 1918.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Sir:-

DAVID W. GRIFFITHS

As we have not as yet received a check in payment of the services rendered in February by our Mr. Thornton in connection with the personal accounts of Mr. Griffiths, we are bringing this matter to your attention and trust that we may receive a check in payment of the account at your earliest convenience.

Yours very truly,

Price Waterhouse & Co.

Misc

May 10th 1918.

Messrs. Price, Waterhouse & Co.,
#54 William Street,
New York City.

Gentlemen:

In reply to your favor of the 9th inst., beg to state that your statement of March 8th for services rendered by Mr. Thornton was mislaid. I thought it had been paid with those of yours for services to the other Companies. I therefore enclose a check with your statement, which please return in due course.

Thanking you for your courtesy in this matter and for the able assistance of Mr. Thornton, I remain

Very truly yours,

AHTB/D
Enc. Ck.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

AM 12 20

BROADWAY N.Y.

RECEIVED AT

E 442CH 49 BLUE

1918 MAY 11 AM 12 03

FY LOSANGELES CALIF 1118A 10

War Funds

AIH T BANZHAF

3956

2 RECTOR ST NEWYORK NY

SUPPOSE COULD MAP OUT NEW CAMPAIGN BOSTON CHICAGO FOR LLOYD FOLLOWING PLAN ADVERTISING DONE HERE WITH ADDITION GOOD IDEAS FROM GEST TELL GREY KEEP LLOYD THERE CAMPAIGN BOSTON WOULD HAVE TO BE BEGUN NEXT WEEK OR WOULD BE TOO LATE WIRE RECEIPTS THIS WEEK PHILADELPHIA NEWYORK WHERE IS GREY

D W GRIFFITH.

Pr. ~~Stock~~ ~~Bonds~~ Pr. Stock

15,000
10,000
9,000
16,000
50,000

May 18
Trade Receivers
on 7.4 factors

7.4

Form 1207

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

191

To

I believe ~~the~~ you should do this as Albert can take care of management and with good freeman ~~in~~ ~~to~~ ~~be~~ in future this undivided attention What ~~can~~ maximum sum would you consider to pay get in full

Banzhaf

SENDER'S ADDRESS FOR ANSWER

SENDER'S TELEPHONE NUMBER

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

May 11 1918

E C BIDWELL GRIFFITH STUDIO 4500 SUNSET BOULEVARD

LOS ANGELES CALIFORNIA

ANSWERING YOUR WIRE MAY FIRST REGARDING COST SIX THOUSAND POUNDS PAID IN LONDON WHICH WAS ADVANCED GRIFFITH BY FAMOUS PLAYERS EXCHANGE SHOULD COME OFF STOP THIS SUM TOGETHER WITH THE SEVENTY FIVE THOUSAND PAID TO GRIFFITH PERSONALLY MAKES TOTAL COST OF PICTURE UP TO FIRST OPERATIONS AT LOSANGELES STOP EUROPEAN NEWYORK AND LOSANGELES EXPENSES WHILE MR GRIFFITH WAS IN EUROPE NEED NOT BE LISTED IN YOUR BOOKS AS THESE ITEMS WERE LIQUIDATED BY THE SEVENTY FIVE THOUSAND AND WERE SENT ONLY FOR PURPOSE OF ACCOUNTING FOR FUNDS EXPENDED BY MR GRIFFITH YOU AND ME AND WHICH WILL SHOW THAT MR GRIFFITH HAD NO PROFIT FOR HIS WORK UP TO HIS RETURN TO COAST HAS MULLEN FINISHED STATEMENT TOTAL COST PICTURE IF SO FORWARD SAME

BANZHAF

2 Rector Street, N Y C

FAMOUS PLAYERS - LASKY CORPORATION
Paramount Pictures - Artcraft Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8500
CABLE ADDRESS FAMFILM

May 11th, 1918.

Mr. Albert H.T. Banzhof,
#2 Rector Street,
New York City.

Dear Sir:

As previously advised you personally by Mr. Shauer, we have practically closed a deal for Scandinavia on "HEARTS OF THE WORLD". We also have negotiations in process for Canada, and we will also follow up inquiries which we have for South Africa and Australia; these latter three mentioned territories being much more accessible for advantageous sale from New York than from London.

We will keep you further advised as definite propositions shape themselves for any or all of these territories.

Very truly yours,

FAMOUS PLAYERS-LASKY CORPORATION

J. Graham

Gen'l Foreign Representative

JCG:S

CABLE ADDRESS "PRICEWATER" NEW YORK.

NEW YORK,
CHICAGO,
PHILADELPHIA,
BOSTON,
ST. LOUIS,
PITTSBURGH,
MILWAUKEE,
DETROIT,
SAN FRANCISCO,
LOS ANGELES,
SEATTLE.

RESIDENT PARTNERS
G. O. MAY.
G. R. WEBSTER.
J. E. STERRETT.
J. H. BOWMAN.
J. C. SCOBIE.

PRICE, WATERHOUSE & CO.

54 WILLIAM STREET.

MONTREAL,
TORONTO,
WINNIPEG,
VANCOUVER,

BUENOS AIRES,
RIO DE JANEIRO,
VALPARAISO

LONDON,
PARIS,
PETROGRAD,

CAIRO,
ALEXANDRIA.

NEW YORK, May 11, 1918.

D W G Co

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Sir:-

DAVID W. GRIFFITHS

We beg to acknowledge receipt of your letter of the 10th inst., enclosing check for $50. in settlement of our account of March 8, 1918. We enclose receipted bill.

Yours very truly,

Price Waterhouse & Co.

Enclosure -
Receipted bill.

Form 1207

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

191

To David W. Griffith Hotel Alexandria Los Angeles Calif

Gest is willing to give up management of pictures Albert and Jackson are anxious to take management over because of [illegible] having an unlimited expense and better chance to advertise in accordance with your plans Gest proposition is fair and is based on theory that he doesn't help much more than give up his studio and will give all assistance he can in future

SENDER'S ADDRESS FOR ANSWER

SENDER'S TELEPHONE NUMBER

Form 1204

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVED AT 1450 BROADWAY, NEW YORK ALWAYS OPEN

49NY NC 117 NL NL

FY LOS ANGELES CALIF MAY 12TH-13TH

J A BERRY 0352

WARD PRODUCING CO, 807 LONG ACRE BLDG, NYC.

YOURS REGARDING MINIATURES RECEIVED HAVE STARTED WORK ON BIG LOT UNDERSTAND CHEAPNESS WILL NEED MONEY IF THIS AND PRINTING INTOLERANCE IS REQUIRED HAVE YOU HAD TIME YET TO LOOK UP

MY CLANSMAN DIVIDEND ~~EXPENSES TO~~ DATE ARE INSURANCE INTOLERANCE ONE HUNDRED THOUSAND COST SIX HUNDRED AND FIFTY MOVING ALL PROPERTY FILM AND WARDROBE FROM BIG LOT AND STUDIOS TO VARIOUS STOREHOUSES THIS INCLUDES SCENERY CHARIOTS NETS AND VALUABLE MATERIAL TWO HUNDRED AND FIFTY INSURANCE TWO HUNDRED HALL SALARY ONE FIFTY

Barry Statement
We are fine

Form 1204

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVED AT 1450 BROADWAY, NEW YORK ALWAYS OPEN

49NY NC 117 NL

FY LOSANGELES CAL MAY 12-13

J A BERRY

FIRST THREE WEEKS BROWNS FOUR FIFTY SINCE MARCH TWENTY FOURTH OTHER EXPENSES ONE HUNDRED MY SALARY TEN WEEKS SEVEN HUNDRED NO INCIDENTALS OFFICE RENT AUTOMOBILE HIRE AND SOFORTH COULD USE SOME CLANMAN MONEY OR AN ADVANCE REGARDS.

G W BITZER

910A

Form 1207

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | X |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

May 13 191 5

To D. W. Griffith Hotel Alexandria Los Angeles Calif

Julian wired Garbut to make arrangements for flight and have you discount it your bank and give money to Garbut to finance fifteen thousand given to Gest Minutemen thousand for positive stock and sixteen thousand paid today for War films all this is cost of exhibition and can be easily financed by four months note and

SENDER'S ADDRESS FOR ANSWER — SENDER'S TELEPHONE NUMBER

Form 1207

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

191

To

will be paid out of receipts from picture this is good business help to Julian and fair Did you see exhibitors trade review regarding 7 foot Did you ship this point Julian anyone to see if it can be used for aircraft if so advise it as you would have better overtone and figure overtone and save results Old advise Julian Grey first written

Charge D. W. Griffith Beverly

SENDER'S ADDRESS FOR ANSWER — SENDER'S TELEPHONE NUMBER

Warp

# FAMOUS PLAYERS - LASKY CORPORATION

485 FIFTH AVENUE MURRAY HILL 8500 CABLE ADDRESS FAMFILM NEW YORK CITY

ADMINISTRATIVE BUREAU

May 13, 1918.

Mr. Albert H. T. Banzhaf,
2 Rector St., City

Dear Sir,

Replying to your letter of the 9th, we beg to advise you that we had written to Mr. H. B. Varner of Lexington, N. C., on the 9th inst., relative to purchasing the rights of "Hearts of the World" for the southern territory.

Thanking you for your interest,

Very truly yours,

FAMOUS PLAYERS-LASKY CORPORATION

Hiram Abrams

Managing Director

Wars

May 13th 1918.

Mr. J. C. Graham,
General Foreign Representative,
Famous Players-Lasky Corporation,
#485 Fifth Avenue,
New York City.

Dear Mr. Graham:

In reply to your favor of the 11th inst., regarding Foreign rights of "Hearts of the World" beg to advise that I feel that you should not entertain any propositions of the sale of these rights for territory belonging to Great Britain, such as Canada, Australia and South Africa, or for any of the French possessions, on account of the contractual relations between Mr. Griffith and said respective Governments. We should, at least, first procure a consent to the sale of any such territory from said Governments before closing any deals thereon. We are even awaiting word from the British Government regarding Canada before attempting to exhibit the picture there.

Mr. Ludvig has a copy of the British and French agreements with Mr. Griffith, and if you desire you may consult him further regarding the same.

Thanking you for keeping me advised regarding these matters, I remain

Very truly yours,

AHTB/D

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

1918 MAY 14 PM 6 09

T291CH 81 BLUE 1/71

FY LOSANGELES CALIF 1047A 14

A H T BANZHAF

2 RECTOR ST NEWYORK NY

DO NOT UNDERSTAND NINETEEN THOUSAND DOLLARS POSITIVE STOCK AS THAT HAS ALL COME IN AS YOU HAVE GONE SO FAR WILL TRY TO DISCOUNT NOTE STOP DO NOT LET THEM PUT THIS STUEF OVER ON YOU OFTEN STOP DO NOT BELIEVE YOU HAVE FAINTEST CHANCE GETTING THIS MOENY BACK THE WAY IT IS GOING NOW IN THIS TIME ALSO PROVIDING MY PLANS ARE FOLLOWED OUT REGARDING BOSTON CHICAGO IMMEDIATELY AT LEAST

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

LOS MAY 14 PM 6

# WESTERN UNION TELEGRAM

BROAD ST. N.Y.

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


T291CH SHEET 2/10

THREE THOUSAND COULD BE SPENT IN SEVEN DAYS IN BOSTON

D W GRIFFITH.

H. E. VAN DUYNE

JOHN P. FILBERT

# Pacific Amusement Supply Co.

SOLE SOUTHWESTERN DISTRIBUTORS FOR
POWER'S CAMERAGRAPHS—SIMPLEX PROJECTORS
EDISON KINETOSCOPES AND
COSMOGRAPH PORTABLE PROJECTORS
EXPERT REPAIRING

PHONES:
MAIN 4830
A-9749

Cable Address PASCO

Invoice No. 13728

109 EAST SIXTH ST.

LOS ANGELES, CAL. May 14, 1918.

YOUR ORDER No. 1684

SOLD TO D.W.Griffith Studio,

SHIPPED VIA

ADDRESS 4500 Sunset Blvd., City.

TERMS

| | |
|---|---|
| ✓16 ft. Rawhide Belting, @.15 ft. | $2.40 |
| ✓50- 1/2 X 6 Hold Arc Carbons, | 3.75 |
| ✓1-Bottle Film Cement, | .25 |
| ✓1-Oil Can, | .25 |
| ✓1-Bottle Simplex Oil, | .25 |
| ✓12 Belt Hooks, | .10 |
| ✓2-45 Amp. Powers Adjusta,le Grid Rheostats, | 30.00 |
| ✓1-New Style Cimplex Film Trap, | 10.00 |
| ✓2-4 inch Gundlach Lense Tubes, @$12.00 ea. | 24.00 |
| ✓ | 71.00 |

Ext. O. K. A. R.

Dept. O. K. E C Bidwell

Picture a1

S. O. auditorium

Check

# D. W. Griffith Studio

№ 1684

4500 SUNSET BOULEVARD

PHONES: HOLLY 2800
HOME 57001

NO BILL WILL BE PAID UNLESS BEARING THIS ORDER NUMBER

Purchase / ~~Rental~~ } Requisition

LOS ANGELES, CAL., May 15-1918 191

To Pac Amusement Sup Co DELIVER TO As requested

PLEASE ENTER OUR ORDER FOR THE FOLLOWING GOODS:

| | | | |
|---|---|---|---|
| ✓ 16 | ft 1/4" Rawhide Belting | 2 | 40 |
| ✓ 50 | 1/2 x 6 Hard Arc Carbons | 3 | 75 |
| ✓ 1 | Bottle film cement | | 25 |
| ✓ 1 | Oil Can | | 25 |
| ✓ 1 | Bottle Simplex Oil | | 25 |
| ✓ 12 | Belt Hooks | | 10 |
| ✓ 2 | 45 Amp Powers adjustable Rheostats | 30 | 00 |
| ✓ 1 | Simplex New Style film trap | 10 | 00 |
| ✓ 2 | 4" Sulatch Gauge tubes | 24 | 00 |
| | (Give Bill to J P Daly) | 71 | 00 |

Form 114 1M 4-18 M&L

PICTURE NO. a1 5/14 P. 71 00

USE Auditorium

D. W. Griffith Studio

BY E C Bidwell

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | X |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.

Check

Time Filed

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

May 16 1918. War Picture

D W GRIFFITH HOTEL ALEXANDRIA

LOS ANGELES CALIFORNIA

ZUKOR WORKING WITH GREY WEST SETTLEMENT NINETEEN THOUSAND DOLLARS POSITIVE STOCK REPRESENTS AMOUNT STOCK USED AND CHARGED AGAINST EXPLOITATION GREY ZUKOR HAVE WIRED SOUTHERN PURCHASER THEY ACCEPT SIXTY THOUSAND DOLLARS FOR TEXAS OKLAHOMA AND ARKANSAS PROVIDED PURCHASER WIRES FIVE THOUSAND ON ACCOUNT FORTHWITH WILL ADVISE IF DEAL GOES THROUGH IF SO WOULD ADVISE ACCEPTING SHERMANS PROPOSITION ONE HUNDRED FIFTY THOUSAND CASH FOR ALL STATES WEST MISSISSIPPI EXCEPT MISSOURI TEXAS OKLAHOMA ARKANSAS LOUISIANA AND CALIFORNIA AND AFTER ONEHUNDRED [redacted]-TWENTY PERCENT PAID BACK FIFTY FIFTY SHARING BASIS LASKY WIRED ZUKOR FAVORABLE REPORT ON WITHEY PICTURE HASTEN SHIPMENT PRINT IF APPROVED HERE WOULD SUGGEST ARTCRAFT HANDLING IF THEY GUARANTEE APPROXIMATELY ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS WITHIN SIX MONTHS APPROXIMATELY FIFTY FIFTY BASIS THEREAFTER EIGHT LONDON PRINTS RECEIVED HAVE CABLED BURLOCK TO CABLE SIMILAR INSTRUCTIONS TO BRITISH OFFICE HERE FOR SHIPMENT THESE EIGHT

BANZHAF

2 Rector Street N Y C

---

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

1918 MAY 16 PM 7 31

# WESTERN UNION TELEGRAM

BROADWAY N.Y.

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 16 BROAD STREET, (STOCK EXCHANGE BLDG.,) N. Y. ALWAYS OPEN

1918 MAY 16 PM 7 00

D45OKS 15 9BLUE

LOSANGELES CALIF 1134A 16

A T BANZHAF

2616

2 RECTOR ST NEWYORK NY

FIRST NATIONAL WOULD DISCOUNT NOTE IF PRESSED BY ME BUT ARE NOT VERY WILLING WOULD DO IT TO HELP ME ONLY STOP THEY SAY IT SEEMS AS THOUGH OTHER PARTIES WERE USING STRONG MEASURES AN LETTING ME HOLD BAG STOP SEEMS MUCH THIS WAY TO ME WHY SHOULD I STAND CHANCE OF HAVING TO PAY NINETEEN THOUSAND FILM BILL STOP YIELDED MORE THAN I SHOULD IN NOT HAVING MY MONEY RETURNED AS PER CONTRACT ALSO THE GEST MATTER IS CERTAINLY GOT UP TO ME STOP THE MATTER OF THE KLEINSCHMIDT FILM HOWEVER I THINK BELONGS ON OUR SHOULDERS

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| | |
| | Blue |
| | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 16 BROAD STREET, (STOCK EXCHANGE BLDG.,) N. Y. ALWAYS OPEN

D 450KS SHEET 2 1918 MAY 16 PM 7 00

AS WE SHOULD CERTAINLY HAVE INVESTIGATED THIS MATTER STOP ADVISE MAKING THE NOTE TWENTY OR TWENTY FIVE THOUSAND SIGNED ZUKOR AND OTHERS SAVE AS BEFORE STOP THIS ONLY PLACE I COULD POSSIBLY BORROW ANY MONEY IF I DO THIS AND SHOULD BE IN NEED SHUTS MY ONLY DOOR STOP WHAT IS TO BE DONE ANSWER INCOME TAX MY PART ANSWER QUICK

D W GRIFFITH.

Form 1207

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.

Check

Time Filed

War picture

Send the following message, subject to the terms on back hereof, which are hereby agreed to

May 17th 1918

To D W Griffith

from Zukor and Lay considering proposition Herman Brown for half interest picture United States except California for about three hundred thousand cash Lay to manage picture with Brown profits divided fifty fifty at once Brown to handle in high class way this is best proposition yet as cash would be paid at once ~~and~~ only gamble on profits as Brown would have to give up half of every dollar taken in

SENDER'S ADDRESS FOR ANSWER

SENDER'S TELEPHONE NUMBER

Form 1207

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

191

To

Believe you should accept ~~the proposition~~ without delay better ~~than~~ selling state up actually advise at once ~~regarding this~~ all here agree best thing to do Regarding note advise Grant that Bank refuses to discount ~~note~~ without Gulbrow personal signature and only Twenty five thousand by time note reaches you one of these deals are ~~the~~ sure to go through and you will not need ~~the~~ note said nothing about note to Gulbrow ~~[illegible]~~ as to ~~[illegible]~~ joint time

SENDER'S ADDRESS FOR ANSWER — SENDER'S TELEPHONE NUMBER

Form 1207

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

191

To

No question but that Tyson deal can go through also New England proposition for about Seventy five thousand ~~[illegible]~~ and some others if Brown details fall this will take care meanwhile tony matter in time

Bangham

SENDER'S ADDRESS FOR ANSWER — SENDER'S TELEPHONE NUMBER

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVED AT

M380CH 174 BLUE 1/70

1918 MAY 18 PM 5 11

LOSANGELES CALIF 1P 18

A H T BANZHAF 2013

TWO RECTOR STREET NEWYORK NY

OF COURSE ACCEPT UHERMAN BROWN PROPOSITION IF YOU GET THE MONEY WHICH BELIEVE IMPOSSIBLE STOP THINK YOU STAND NO CHANCE SELLING NEWENGLAND EXCEPT FOR HOT AIR WHILE THINGS ARE HANDLED AS TO PRESENT WITH BOSTON BUSINESS GOING AS IT IS ONLY INSANE MAN WOULD DO ANYTHING WITH NEWENGLAND EXCEPT IN ORDINARY MOVING PICTURE PROPOSITION STOP GREY WHO HAS HAD NO EXPERIENCE HERE WITH SIMILAR PROPOSITION SEEMS TO HAVE NO IDEA


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVED AT


1918 MAY 18 PM 5 11

M380CH SHEET 2/104

AS TO CONDITIONS OF AFFAIRS STOP NONE OF THESE BUYERS WOULD THINK OF KEEPING UP WITH ADVERTISING BUT ALL OF THEM HAVE PEOPLE WATCHING BUSINESS IN THEATRES STOP HAD FINE SALE FOR WEST KILLED HERE BY ADVICE FROM CHICAGO AND BOSTON YESTERDAY STOP UNLESS THERE IS QUICK CHANCE SHALL GIVE UP THIS PROPOSITION AND TAKE CARE OF MATTER MYSELF STOP YOU SHOULD REMEMBER EXPERIENCE IN SELLING INTOLERANCE TO THESE HOT AIR MERCHANTS STOP WILL PLAY TO FORTY FIVER THOUSAND PROFIT HERE ON TEN WEEKS MOSTLY BECAUSE PROPOSITION WAS HANDLED RIGHT WITH NO GREAT EXPENSE AFTER NECESSARY HOORAH PRELIMINARY TO TOP OTHER MOTION PICTURE THEATRES

D W GRIFFITH.

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVED AT

L

1918 MAY 18 PM 5 30

378CH 104 1/70

WH LOSANGELES CALIF 1230P 18

A H T BANZHAF

TWO RECTOR ST NEWYORK NY

THIS MORNING HAVE OFFER FROM TALLY VICE PRESIDENT FIRST NATIONAL EXHIBITORS ASSOCIATION TWO HUNDRED THOUSAND CASH FOR ENTIRE UNITEDSTATES THEY WILL HANDLE PICTURE AT OUR PRICES CHARGE US NO OVERHEAD AND DIVIDE FIFTY FIFTY ON ALL PROFITS THIS GUARANTEES US TWO HUNDRED THOUSAND AND OF COURSE SOME PROFITS OVERHEAD AND ALL EXPENSES TAKEN OUT OF THEIR SHARE ON A BASIS OF RENTAL FOR WEEK SAY THREE THOUSAND DOLLARS WOULD TIME

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVED AT

1918 MAY 18 PM 5 31

L378CH SHEET 2/34

US IN FIFTEEN HUNDRED THIS DOES NOT SEEM LARGE OFFER BUT THESE ARE REAL LIGITIMATE PEOPLE WITH MONEY THE SAME PEOPLE ARE HANDLING GERARDS PICTURE AT STRAND IN NEWYORK ALSO NEW CHAPLIN PICTURES ANSWER

D W GRIFFITH.

H. E. VAN DUYNE

JOHN P. FILBERT

# Pacific Amusement Supply Co.

PHONES:
MAIN 4830
A-9749

Cable Address PASCO

SOLE SOUTHWESTERN DISTRIBUTORS FOR
POWER'S CAMERAGRAPHS—SIMPLEX PROJECTORS
EDISON KINETOSCOPES AND
COSMOGRAPH PORTABLE PROJECTORS
EXPERT REPAIRING

Invoice No. 13728

109 EAST SIXTH ST.
NEW ADDRESS.
800 SOUTH OLIVE ST.

LOS ANGELES, CAL. May 18, 1918.

YOUR ORDER NO. 1684.

SOLD TO D.W.Griffith Studio,

SHIPPED VIA

TERMS

ADDRESS

| | |
|---|---|
| 16 ft. Rawhide Belting, @.15 ft., | $2.40 |
| 50- 1/2 X 6 Hold Arc Carbons, | 3.75 |
| 1-Bottle Film Cement, | .25 |
| 1-Oil Can, | .25 |
| 1-Bottle Simplex Oil, | .25 |
| 12-Belt Hooks, | .10 |
| 2-45 Amp. Rheostats, @$15.00 ea. | 30.00 |
| 1-Simplex New Style Film Trap, | 10.00 |
| 2-4" Gundlach Lense Tubes, @$12.00 ea. | 24.00 |
| | 71.00 |

Pacific Amusement Supply Co.

PAID
SEP 10 1918

BY

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Wuy?

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | X |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1206

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

May 21 1918

D W GRIFFITH HOTEL ALEXANDRIA
LOS ANGELES CALIFORNIA

HAVE NO INFORMATION ABOUT DOROTHY PARAMOUNT CONTRACT IF ONE HAS BEEN SUBMITTED TO YOU PLEASE FORWARD SAME BEFORE SIGNING REGARDING WAR PICTURE WOULD ADVISE THAT IF BROWN DOES NOT BUY ONE HALF INTEREST YOU IMMEDIATELY AUTHORIZE ZUKOR TO SELL ALL STATE RIGHTS AS RAPIDLY AS POSSIBLE AS HE HAS GOOD OFFERS DID YOU MAIL FORMAL CANCELLATION OF OPTION ARTCRAFT CONTRACT WAS WITHEY PICTURE SHIPPED

REGARDS

BANZHAF

2 Rector Street N Y C

HOLLYWOOD 2800 HOME 57001

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

# D. W. GRIFFITH STUDIO

4500 SUNSET BOULEVARD

LOS ANGELES, CAL., May 21, 1918

Mr. A. L. Grey,
44th Street Theatre,
New York, N. Y.

Dear Mr. Grey:

Mr. Griffith handed me the attached ad about "Eagleyezing" the Griffith productions, and suggested that I forward it to you for your attention.

Yours very truly,

E C Bidwell

ECB-W

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THE EVENING TELEGRAM—NEW YORK, SUNDAY, MAY 5

## "SPIES"

Do you know that down on the shores of Staten Island, overlooking the Lower Bay in New York Harbor, in a deserted hut, desperate and designing men labored secretly night and day manufacturing a torpedo which they proposed to discharge at one of our biggest battle ships as she steamed out of the harbor on the way to Europe in the great war for Humanity and Civilization?

Do you know that not many weeks after the United States entered the war, more than eight hundred naval officers of our beloved country, who had assembled at a Broadway hotel, in New York city, for a banquet, celebrated the occasion by dining directly over a room which had been filled with enough dynamite to blow the entire hotel to smithereens?

Do you know that these and other outrages planned by the unspeakable Boche spies were foiled and circumvented by the United States Secret Service officers who are forever tracking and following the dastardly enemies of our country, who are so thick among us that one

little village; he
book; he co
lady" and
which a
merely

And th
"tou
who be
learn
the

Vo

# EAGLEYEZING D.W. GRIFFITH'S LATEST PRODUCTION

fact, we have the authority of D. W. Griffith himself that the incident of the Germ
woman spy conducting th
village ACTUALLY
whole story which he
"Hearts of the W

8 EVENING PUBLIC LEDGER—PHILADELPHIA, SATURDAY, MAY 4, 1918

## *GERMAN SPIES' ATTEMPT TO CRIPPLE U. S. FLEET IN NEW YORK HARBOR UPSET BY "THE EAGLE'S EYE"*

***Failing in Their Plot to Blow Up the Hotel Ansonia, While 800 Navigating Officers Were Attending the Naval Ball, the Teuton Hirelings Under Von Bernstorff's Direction Pushed Alternative Plan***

***In a Little Shack at a Deserted Spot of Staten Island Mechanics Worked Day and Night to Complete a Wireless-Controlled Torpedo Destined to Sink the U. S. S. Pennsylvania***

By WILLIAM J. FLYNN
Recently Retired Head of the United States Secret Service

EPISODE III—THE PLOT AGAINST THE ATLANTIC FLEET

*In this, the third episode of "The Eagle's Eye," William J. Flynn makes public for the first time the details of the German attempt to sink Admiral Mayo's flagship, the U. S. S. Pennsylvania, in the "Narrows" of New York harbor, thus battling up the entire Atlantic Fleet. How nearly this breach of American neutrality succeeded is told by Courtney Ryley Cooper, in story form, on the facts given him by Mr. Flynn. The two preceding episodes exposed the machinations of Von Bernstorff in connection with the Lusitania sinking and the attempt to blow up the Hotel Ansonia while the 800 navigating officers of the Atlantic Fleet were attending the Naval Ball.*

"WHAT'S happening on the
graph?"
Harrison Grant asked
he entered the roo
Hohenzollern Clu
toward Dick S
at with the
shook his
"Same
tion,
tight

"Take Stewart's place," he ordered. "Stewart, you cover that man. See where he goes. Report to me at the club."

A quick movement and Stewart was gone. Five minutes later Harrison Grant, lingering in the doorway of the building adjacent to the Hohenzollern Club, saw the dim figures of two men walking far down the street in the gray light of dawn. One of them was the man who had been sent forth. Papen and Boy-Ed. The other, Stewart, member of the
Club. Returning
the

It's—It's all right for me to go, isn't it?"
"Oh, of course," Heinrich von Lertz drew himself up pompously. "I'll look after you."
A moment later Dixie settled back in a corner of Heinrich von Lertz's machine and smiled in the darkness. She was to have her chance after all—the chance to learn what had been on Heinrich von Lertz's mind all evening, why he had been so preoccupied, so nervous, so agitated. Dixie could not see the picture in the camera of Heinrich von Lertz's brain, she could
mirrored there—
As rambling
near
mb

MR. GRIFFITH'S managers publicly admit that the facts pictured in "The Eagle's Eye" have a tremendous appeal.

In advertising his latest production, based on the war, they draw upon the facts pictured in the second and third episodes of "The Eagle's Eye," and set forth, as a most timely and interesting part of his picture, its story of spy activities.

Therein is a difference.

"The Eagle's Eye" is the only motion picture revelation of the facts of the Imperial German Government's spy war IN AMERICA.

It does not show the horrors of war. It does not go to Europe for spy material. It is confined strictly to what the Kaiser's agents did, and tried to do, to American property, to American lives.

It is intimate and personal in its appeal to theatre patrons in every state in the union.

Mr. Griffith's managers, in their advertising, show their conviction that the facts revealed by Chief Flynn in "The Eagle's Eye" are among the most important public documents of the year.

Their judgment is correct.

FRENCH PICTORIAL SERVICE
220 WEST 42ND STREET
CANDLER BUILDING
NEW YORK CITY

TELEPHONE BRYANT 9074

22nd May, 1918

Mr. Nc Carthy,
c/o D.W. Griffith Corporation
1476 Broadway,
New York.

Dear Sir:

I wrote you on April 10 enclosing invoice which was sent to me from Paris for collection.

Would you be good enough to see that this matter is attended to, so that it can be closed.

Yours very truly,

R/P

Dear Mr Rattisbone:

We sent your bill to Mr A.H.T. Banzhaf, Mr Griffith's personal attorney, #2 Rector Street, andwe would suggest you take the matter up with him direct.

Best wishes,

Yours truly,

Dwg

May 23rd 1918.

Subject: 11756499, D.W.G. Corporation.
15 Exchange Pl.,
Jersey City, N.J.

Mr. Daniel C. Roberts,
Commissioner of Internal Revenue,
Washington, D. C.

Treasury Dept.

Dear Sir:

Replying to your circular communication relative to supplementing Income Tax Return of the above named Corporation in regard to:

1. List of officers and employees of Company who receive salaries or compensations of $5,000 or more.

2. Question relative to, Inventory of merchandise, raw material, etc.,

3. In taking your inventory---

4. Computation of cost as that term used in connection with inventories.

5. Method of inventorying in year 1916.

6. Regarding Income by revised method, beg to ~~state~~ answer said questions as follows; in the order named:

That no officer or employee of the D.W.G. Corporation received a salary or a compensation to the amount of $5,000 or more for the year 1917 or any other year prior thereto.

Answering the other questions from two to six inclusive, beg to advise that said corporation is purely a holding and investment corporation and that its income is not based upon the sale of any merchandise, raw material, working in process or finished goods, and is only derived from dividends of stock held by it in other corporations and interest on amounts deposited or moneys loaned.

Trusting that this fully answers your questions, owing to the fact that this Company is not such a one as is evidently meant by your circular communication, and if such a corporation

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

is contemplated in your said circular communication, if you will advise me thereof I will be pleased to give you any further information you may desire.

Very truly yours,

D. W. G. CORPORATION

By_____
President.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

# TREASURY DEPARTMENT

WASHINGTON

OFFICE OF
COMMISSIONER OF INTERNAL REVENUE
IN REPLYING REFER TO

11756499
D W G Corp
15 Exchange Pl
Jersey City N J

Sir:

Supplementing your income tax return, please answer the following questions and return this sheet promptly.

1. Please submit a list of the officers and employees of the company in 1917 who received salaries or compensation of $5,000 or more. State in connection with each name the position or title; the salary paid in 1916 if employed by the company in that year; the amount of stock held in the corporation, if any, at the last distribution of dividends during 1917; and whether the salary deducted in the 1917 return was fixed after October 3, 1917, or before.

2. Was your inventory of merchandise, raw material, work in process, and finished goods taken at the close of 1917, or of your fiscal year ending in 1917, priced at cost?_____or at current market?_____

3. In taking your inventory did you --

(a) Assume that inventoried articles on hand were those most recently purchased?_____

(b) Identify the items with specific lot numbers, invoices or other definite records of quantities and prices?

_____

(c) Use any system of average prices derived, for instance, by averaging your inventory values upon the basis of the stock on hand at the beginning of the year and adding the purchases during the year?_____

(d) In whole, or in part, follow any method other than that indicated by (a), (b), or (c) above?_____

If so, describe on the back of this sheet the method used.

(over)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

4. State concisely how you compute cost as that term is used in connection with your inventories. In particular enumerate the classes of expenses included (if a manufacturer) in the overhead expenses of manufacturing, or (if a merchant) added to the direct cost of goods.

_____

_____

_____

5. Did you use the same method of inventorying in your 1916 return as in the return for the present taxable year, 1917?_____

6. If not, was your 1917 income reduced as a result of the use of the revised method? If so, by what amount? $_____

If your income for 1917 was increased by the change of method, state the amount of such increase. $_____

Remarks:_____

_____

Respectfully,

Daniel C. Roper.

Commissioner.

Commissioner of Internal Revenue,
Washington, D. C.

Sir:

I herewith return answers to the above questions as a supplement to my income tax return for the taxable year, 1917.

Respectfully,

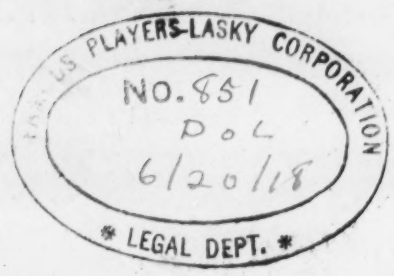
_____

Address:_____

_____1918.

EJL/TA
5/24/18

Conformed Copy




Dolly Van

THIS AGREEMENT made the 24th day of May, 1918, by and between DAVID W. GRIFFITH hereinafter referred to as the "Lessor", party of the first part, and HENRY DOLLMAN of Indianapolis, Indiana, hereinafter sometimes referred to as the "Lessee", party of the second part,

W I T N E S S E T H :

WHEREAS, the Lessor has produced a motion picture entitled "Hearts of the World", and

WHEREAS, the Lessee desires to acquire the exclusive right of distribution and exploitation of said motion picture production, in the territory hereinafter described, and for the time and upon the terms and conditions hereinafter set forth,

NOW THEREFORE, IN CONSIDERATION of the premises, and of the mutual covenants and agreements herein contained, the parties hereto do covenant and agree as follows:

FIRST: The Lessor hereby grants to the Lessee the sole and exclusive right, subject to the performance of the terms and conditions required to be performed by said Lessee, to distribute or exploit the aforesaid motion picture production, entitled "Hearts of the World" (but only in a dignified manner commensurate with the artistic qualities of the production and with appropriate musical accompaniment as prepared by the Lessor) in the States of Indiana and Kentucky and not elsewhere for a period of ten (10) years from the date hereof.

SECOND: The Lessee shall not distribute or

exploit such motion picture production within the territory hereinbefore specified, other than:

(a) Directly with exhibitors and under written contract, a correct copy of which, in each instance, shall immediately upon execution, be furnished to the Lessor or

(b) By direct exhibition thereof in theatres hired by the Lessee (either at a flat rental, or on a rental based on a percentage of the receipts) and under written contract, a correct copy of which, in each instance, shall immediately upon execution, be furnished to the Lessor.

THIRD: The Lessee shall pay to the Lessor in the manner hereinafter set forth, for the territorial rights hereby granted, together with the use of one positive print of the said production, a sum equal to twenty-five (25%) per cent of the net receipts of the Lessee from the distribution and exploitation of the said production, as said net receipts are hereinafter defined.

The Lessee has paid to the Lessor Forty-five Thousand ($45,000) Dollars upon the execution of this agreement, receipt of which is hereby acknowledged, being an advance on account of the payments to be made to the Lessor pursuant to the provisions of this paragraph, and no part of said aggregate amount of Forty-five Thousand ($45,000) Dollars shall in any event be repaid by the Lessor to the Lessee, it being the intention of the Lessee, in consideration of the grant by the Lessor of the territorial rights aforesaid, to assure to the latter, that the sum, equal to twenty-five (25%) per cent of the net receipts hereinbefore referred to, will at least equal the aggregate amount of Forty-five Thousand ($45,000) Dollars, aforementioned.

FOURTH: The Lessor further agrees as long as the negative is in existence to furnish to the Lessee new

Added to Paragraph THIRD.

The Lessee may retain all the said receipts until he has repaid himself from twenty-five (25%) per cent of said receipts a sum equal to the said Forty-five Thousand ($45,000) Dollars. Thereafter he shall pay the Lessor said 25% of the net receipts.

prints or parts of prints of said production, during the life of this contract, at the rate of eight cents per linear foot, but such prints or parts shall be used only in accordance with the conditions and restrictions which apply to the print hereby agreed to be furnished to the Lessee.

Every print is to be returned to the Lessor at his option ten (10) years from the date hereof; and if lost or destroyed the Lessee shall supply affidavits covering the cause of its loss or destruction.

FIFTH: The Lessee covenants and agrees that neither the Lessee, nor the agents, servants or employees of said Lessee will copy or duplicate said film or any portion thereof, or permit the same to be copied or duplicated, and that neither the Lessee nor the agents, servants or employees of said Lessee will exhibit or cause to be exhibited any of said films in any territory other than that covered by this agreement, and that the Lessee will use every effort to enjoin and restrain the use of any copy of said production, not authorized by the Lessee to be exhibited within the territory aforesaid.

SIXTH: The Lessee further agrees, in the event o of the loss or destruction of any film, to notify the Lessor by telegram or telephone forthwith.

SEVENTH: The Lessor will supply the Lessee with lithographs of the said production at the usual schedule of prices at which the same are supplied by the Lessor from time to time to any distributing medium of said motion pictures within the United States, and the Lessee agrees not to use or permit to be used, within the territory hereinbefore described, any lithographs not supplied by the Lessor or any advertising matter not approved by it.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

EIGHTH: ~~The Lessee shall be entitled to a sum~~ equal to the net receipts from the distribution and exploitation of said motion picture production in the territory aforesaid, until it has been reimbursed for the sums aggregating Forty-five Thousand ($45,000) Dollars, paid to the Lessor, pursuant to paragraph "Third" hereof. Subsequently said Lessee shall be entitled to an additional sum equal to the net receipts derived as aforesaid until such additional sum shall equal the aforesaid sum of Forty-fiveThousand ($45,000) Dollars. Thereafter the sums equal to the net receipts shall be divided between the parties hereto, one-fourth to the Lessor and three-fourths to the Lessee; settlements to be made on Tuesday of each week, for the week ending at midnight ~~of each Saturday prior thereto.~~

In determining the net receipts hereunder, the following provisions shall be observed:

(a) Where contracts are made with exhibitors, net receipts shall consist of the gross sums paid by such exhibitors, less 15% hereby agreed to be allowed the Lessee as and for his overhead.

(b) Where the Lessee exploits said production directly in a threatre, the net receipts shall consist of the gross or box office receipts, less sums actually paid for rental, music, theatre employees, light and advertising.

(c) Where the Lessee exhibits said production in a theatre on a percentage basis, the net receipts shall be the actual amount received by the Lessee as the Lessee's share of the gross receipts.

Dues by ABY.
H.D

In neither event shall ~~any~~ the overhead charge in excess of 15% of the gross receipts of the Lessee be made, nor shall any charge be made by any motion picture exchange for handling such production.

NINTH: Up to and including the 1st day of July, 1920, the production aforesaid shall be exhibited only at a scale of prices running from twenty-five cents to one dollar

and fifty cents, or more, and the Lessee shall suitably provide in contracts with exhibitors for the enforcement of this scale of prices.

TENTH: The Lessee shall on Tuesday of each week subsequent to the delivery to said Lessee of the prints of the production aforesaid, mail to the Lessor an itemized statement of the gross receipts for each set of said prints, for the week ending at midnight on the Saturday preceding said date of mailing. Where said production is being exhibited in the manner described in subdivision (b) or (c) of paragraph "Eighth" hereof, the Lessee shall furnish to the Lessor, daily and weekly copies of box office statements.

The Lessee shall at all times afford access to the Lessor or its representatives, at all reasonable hours, to all of the accounts, books, records and vouchers of the Lessee, relating to the distribution and exploitation of the prints of said motion picture.

ELEVENTH: The Lessee shall use only such advertising matter as shall be furnished or approved by the Lessor, and the Lessee shall purchase from the Lessor such heralds and advertising matter, at the usual schedule of prices at which the same are supplied by the Lessor from time to time to any distributing medium of said motion picture within the United States.

All lithographs, heralds and other advertising matter and accessories sold by the Lessor to the Lessee, shall be resold by the latter at an advance not exceeding 33-1/3% on the price at which the same are sold to the Lessee.

TWELFTH: It is understood and agreed that the positive prints which shall be delivered to the Lessee here;

under, shall be used by said Lessee only in accordance with the express provisions hereof, and shall not be shipped or used outside of the territory hereinbefore specified, and the title thereto shall be and at all times remain in the Lessor; and said production shall not be exploited as part of a "program" as the same is understood in the motion picture industry.

THIRTEENTH: The Lessee shall not act or hold itself out as the agent of the Lessor, and nothing herein contained shall be construed to constitute a partnership between the parties hereto.

FOURTEENTH: This agreement shall not be assigned by the Lessee without the prior written consent of the Lessor.

FIFTEENTH: In the event of the failure of the Lessee to pay to the Lessor any money agreed to be paid to the Lessor by any provision of this agreement, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving ten days notice by registered mail to said Lessee, and thereupon, upon the expiration of the time specified in such notice, unless such money is meanwhile paid, such rights shall immediately cease and determine; it being distinctly agreed that the waiver of any default in payment in any instance shall not operate as a waiver in any other instance.

SIXTEENTH: In the event of the breach by the Lessee of any of the other conditions in this agreement contained, or in the event of the filing of a petition in bankruptcy by or against the Lessee, the Lessor may call the attention of the Lessee to such breach by registered mail, and

if such breach does not cease or is not remedied within ten days after the mailing of such notice, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving five days notice by registered mail to the Lessee, and thereupon, upon the expiration of the time specified in such notice, such rights shall immediately cease and terminate; it being distinctly agreed that the waiver of any breach in any instance shall not operate as a waiver in any other instance.

SEVENTEENTH: In the event of the termination of the rights of the Lessee as set forth in paragraphs "Fifteenth" and "Sixteenth" hereof, such rights shall immediately revert to the Lessor, and the Lessee shall forthwith return to the Lessor all positive prints and all unused advertising matter relating thereto, which shall have been delivered to the Lessee hereunder; it being understood and agreed that the termination of the rights herein granted in the manner hereinabove provided, shall not constitute a waiver of any right, claim or remedy of the Lessor by reason of such breach.

EIGHTEENTH: All notice hereunder may be addressed by either of the parties hereto to the other, as follows:

To David W. Griffith, Century Theatre, New York City.

To Henry Dollman, Indianapolis, Indiana.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

DAVID W. GRIFFITH

By...Arthur S. Friend...(LS.)
his Atty in fact

.....Henry Dollman.....(LS.)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

STATE OF NEW YORK )
CITY OF NEW YORK : SS.:
COUNTY OF NEW YORK )

On this day of May, 1918, before me personally came and appeared HENRY DOLDMAN to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he had executed the same.

FRENCH PICTORIAL SERVICE
220 WEST 42ND STREET
CANDLER BUILDING
NEW YORK CITY

TELEPHONE BRYANT 9074

Wants Word

25th May, 1918

Mr. A.H.T.Benzhaf,
2 Rector St.
New York City.

Dear Sir:

I am enclosing letter ~~which~~ I addressed to Mr. Mc Carthy, which is self-explanatory.

Will you be so kind as to take the necessary steps to adjust this account, so that I can make the remittance to the War Office in Paris, who asked me to collect the amount.

Yours very truly,

R.P

Form 1220

| SERVICE | SYMBOL |
|---|---|
| Message | |
| Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

7 18

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

MAY 27 1918
25 BROAD ST. N.Y.

War fiction

RECEIVED AT

27GS WN 134 NL

LOSANGELES CALIF MAY 26 1918

A H T BANZHAF

592

TWO RECTOR ST NEWYORK NY

WIRING ZUKOR ABOUT STATE RIGHTS THINK IT WISE TO KEEP UP ON PRICES TO AT LEAST TWENTY FIVE AND FIFTY GUARANTEEING FOR SOME TIME AND BE SURE THEY USE THE MUSIC AND DO NOT CUT YOUR PERFORMANCE HOW DOES ZUKOR SEEM TO FEEL HAVE YOU HEARD ANYTHING ABOUT BOOKINGS ON FIRST ARTCRAFT SHOULD NOT OPEN UNTIL AT LEAST TWO OR THREE WEEKS LATER THAN JULY EIGHTH AS THIS THE VERY WORST TIME OF YEAR AND WILL HURT MY PICTURE SUGGEST THIS WILL ALSO GIVE ME MORE TIME TO CUT AND PUT PICTURE IN GOOD SHAPE PICTURE IS PRACTICALLY FINISHED TAKING BUT SHOULD BE CAREFULLY PUT TOGETHER HAVE WIRE FROM HOWARD JONES THAT OUR PROFITS IN NEWYORK HAVE BEEN NINETEEN DOLLARS UNDERSTOOD WE WERE THROUGH EXPENSES WEEK AFTER I LEFT INVESTIGATE THIS AND REPORT REGARDS

D W GRIFFITH

628AM/27

CONFORMED COPY.

EJL/TA
5/27/18

Hearts

SLL

THIS AGREEMENT, made the 27th day of May, 1918, by and between DAVID W. GRIFFITH, hereinafter referred to as the "Lessor", party of the first part, and ALL STAR FEATURES DISTRIBUTORS, a California Corporation, hereinafter sometimes referred to as the "Lessee", party of the second part,

W I T N E S S E T H :

S.L.L.
A.S.F.

WHEREAS, the Lessor has produced and copyrighted a motion picture entitled "Hearts of the World", and

WHEREAS, the Lessee desires to acquire the exclusive right of distribution and exploitation of said motion picture productions, in the territory hereinafter described, and for the time and upon the terms and conditions hereinafter set forth,

NOW THEREFORE, IN CONSIDERATION of the premises, and of the mutual covenants and agreements herein contained, the parties hereto do covenant and agree as follows:

FIRST: The Lessor hereby grants to the Lessee the sole and exclusive right, subject to the performance of the terms and conditions required to be performed by said Lessee, to distribute or exploit the aforesaid motion picture production, entitled "Hearts of the World" (but only in a dignified manner commensurate with the artistic qualities of the production, as prepared by the Lessor, and with appropriate musical accompaniment) in the States of California, Nevada, Arizona, Colorado, Utah, Wyoming, New Mexico, Washington, Idaho, Oregon and Montana, and not elsewhere, for a period of ten (10) years from the date hereof.

SECOND: The Lessee shall not distribute or exploit such motion picture within the territory hereinbefore specified, other than:

(a) Directly with exhibitors and under written contract, a correct copy of which, in each instance, shall immediately upon execution be furnished to the Lessor, or

(b) By direct exhibition thereof, in theatres hired by the Lessee (either at a flat rental, or on a rental based on a percentage of the receipts) and under written contract, a correct copy of which, in each instance, shall immediately, upon execution, be furnished to the Lessor.

THIRD: The Lessee shall pay to the Lessor in the manner hereinafter set forth, for the territorial rights hereby granted, the sum of Ninety Thousand ($90,000.) Dollars, and a sum equal to twenty-five (25%) per cent of the profits of the Lessee from the distribution and exploitation of the said production, as said profits are hereinafter defined.

The Ninety Thousand ($90,000.) Dollars aforementioned shall be paid as follows: Three Thousand ($3000.) Dollars thereof by check and Seven Thousand ($7000.) Dollars thereof by draft, heretofore delivered to the Lessor, as a deposit, receipt whereof is hereby acknowledged.

S.L.L.
A.S.F.

Thirty-five Thousand ($35,000.) Dollars thereof by check or draft simultaneously with the execution of this agreement, receipt whereof is hereby acknowledged.

The balance of Forty-five Thousand ($45,000) Dollars by a sight draft delivered simultaneously herewith, dated June 10, 1918 and drawn on the Union Trust Company in San Francisco.

The Lessee represents and stipulates as an

inducement to the Lessor to enter into this agreement that each and every of the checks and drafts making up the aforesaid sum of Ninety Thousand ($90,000) Dollars will be met upon presentation, and are good, and in the event that any check or draft forming part of the aforesaid sum of Ninety Thousand($90,000) Dollars is not paid upon presentation, it is stipulated that upon protesting such check or draft, all future rights of the Lessee in, to and under this contract shall at the option of the Lessor, be terminated, and all moneys theretofore paid shall be retained by the Lessor as liquidated damages.

FOURTH: The Lessor further agrees as long as the negative is in existance to furnish to the Lessee prints or parts of prints of said production, during the life of this contract, at the rate of eight cents per linear foot, but such prints or parts shall be used only in the continuity as furnished by the Lessor.

Every print is to be returned to the Lessor at his option, ten years from the date hereof; and if lost or destroyed the Lessee shall supply affidavits covering the cause of its loss or destruction.

The Corporation assumes existing booking contracts in the territory above described, and agrees to pay all preliminary expenses in connection with such booking contracts.

FIFTH: The Lessee covenants and agrees that
S.LL A.SF neither the Lessee, nor the agents, servants or employees of said Lessee will with its knowledge copy or duplicate said film or any portion thereof, or permit the same to be copied or duplicated, and that neither the Lessee nor the
S.L.L. A.S.F. agents, servants or employees of said Lessee will with its knowledge, exhibit or cause to be exhibited any of said

films in any territory other than that covered by this agreement, and that the Lessee will used every effort to enjoin and restrain the use of any copy of said production, not authorized by the Lessee to be exhibited within the territory aforesaid.

SIXTH: The Lessee further agrees, in the event of the loss or destruction of any film, to notify the Lessor by telegram or telephone forthwith.

SEVENTH: The Lessor will supply the Lessee with lithographs of the said production at the usual schedule of prices at which the same are supplied by the Lessor from time to time to any distributing medium of said motion pictures within the United States, and the Lessee agrees not to use or knowingly permit to be used, within the territory hereinbefore described, any lithographs not supplied by the Lessor or any advertising matter not approved by it.

S.L.L.
A.S.F.

EIGHTH: The Lesser, in addition to the aforementioned sum of Ninety Thousand($90,000) Dollars, shall be entitled to a sum equal to twenty-five (25%) per cent of the profits of the Lessee from the distribution and exploitation of said motion picture in said territory. Before determining the profits hereunder, there shall be deducted from the net receipts of the Lessee, from the distribution and exploitation of said production, an amount equal to thirty (30%) per cent of the said net receipts, which shall be allowed to the Lessee for cost and expense of distribution. From the remaining seventy (70%) per cent of the Lessee shall retain a sum equal to Ninety Thousand ($90,000) Dollars, the sum aforesaid advanced in accordance

A.S.F.
S.L.L.

with the provisions of Paragraph Third herein. When he has repaid himself this sum, then and thereafter he shall pay to the Lessor weekly as herein provided, Twenty-five (25%) of the profits.

A.S.F.
S.L.L.

In determining the net receipts the following provisions shall be observed:

(a) Where contracts are made with exhibitors, net receipts shall consist of the gross rentals paid by such exhibitors.

A.S.F.
S.L.L.

(b) Where the Lessee exploits said production ~~[illegible]~~ directly in a theatre, the net receipts shall consist of the gross or box office receipts, less sums actually paid for rental, music, theatre employees, lights and advertising and usual expenses incurred in conducting road shows.

A.S.F.
S.L.L.

(c) Where the Lessee exhibits said production in a theatre on a percentage basis, the net receipts shall be the actual amount received by the Lessee as the Lessee's share of the gross receipts, less usual expenses incurred in conducting road shows.

A.S.F.
S.L.L.

In neither event shall any overhead charge be made except as provided above i.e. 30% of net receipt, it being the intention, except as in this paragraph specifically provided, that the Lessee shall pay all expenses of whatever nature, necessary to distribute and exploit said production.

A.S.F.
S.L.L.

NINTH: Up to and including the first day of July, 1920, the production aforesaid shall be exhibited only at a scale of prices running from twenty-five cents to one dollar and fifty cents or more, and the Lessee shall

suitably provide in contracts with exhibitors for the enforcement of this scale of prices.

A.S.F.
S.L L.

TENTH: The lessee shall, on Saturday of each week, subsequent to the delivery to said Lessee of the prints of the production aforesaid, mail to the Lessor, an itemized statement of the gross receipts for each set of said prints, for the week ending at midnight on the Saturday preceding said date of mailing. Where said production is being exploited in the manner described in subdivision (b) or (c) of paragraph Eighth hereof, the Lessee shall furnish to the Lessor daily and weekly copies of box office statements.

The Lessee shall at all times afford access to the Lessor of his representatives, at all reasonable hours, to all of the accounts, books, records and vouchers of the Lessee, relating to the distribution and exploitation of the prints of said motion picture.

ELEVENTH: The Lessee shall use only such advertising matter as shall be furnished or approved by the Lessor, and the Lessee shall purchase from the Lessor such heralds and advertising matter, at the usual schedule of prices at which the same are supplied by the Lessor from time to time to any distributing medium of said motion picture within the United States.

All lithographs, heralds and other advertising matter and accessories sold by the Lessor to the Lessee, shall be resold by the latter at an advance not exceeding 33-1/3 per cent on the price at which the same are sold to the Lessee.

S.L.D.

TWELFTH: It is understood and agreed that the positive prints which shall be delivered to the Lessee

hereunder, shall be used by said Lessee only in accordance with the express provisions hereof, and shall not be shipped or used outside of the territory hereinbefore specified, and the title thereto shall be and at all times remain in the Lessor; and said production shall not be exploited as part of a "program" as the same is understood in the motion picture industry.

THIRTEENTH: The Lessee shall not act or hold itself out as the agent of the Lessor, and nothing herein contained shall be construed to constitute a partnership between the parties hereto.

FOURTEENTH: This agreement shall not be assigned by the Lessee, without the prior written consent of the Lessor.

FIFTEENTH: In the event of the failure of of the Lessee to pay to the Lessor any money agreed to be paid to the Lessor by any provision of this agreement, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving ten days notice by registered mail to said Lessee, and thereupon, upon the expiration of the time specified in such notice, unless such money is meanwhile paid, such rights shall immediately cease and determine; it being distinctly agreed that the waiver of any default in payment in any instance shall not operate as a waiver in any other instance.

SIXTEENTH: In the event of the breach by the Lessee of any of the other conditions in this agreement contained, or in the event of the filing of a petition in bankruptcy by or against the Lessee, the Lessor may call

the attention of the Lessee to such breach by registered mail, and if such breach does not cease or is not remedied within ten days after the mailing of such notice, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving five days notice by registered mail to the Lessee, and thereupon, upon the expiration of the time specified in such notice, such rights shall immediately cease and terminate; it being distinctly agreed that the waiver of any breach ~~in payment~~ in any instance shall not operate as a waiver in any other instance

SEVENTEENTH: In the event of the termination of the rights of the Lessee as set forth in paragraphs "Fifteenth" and "Sixteenth", hereof, such rights shall immediately revert to the Lessor, and the Lessee shall forthwith return to the Lessor all positive prints and all unused advertising matter relating thereto, which shall have been delivered to the Lessee hereunder; it being understood and agreed that the termination of the rights, herein granted in the manner hereinabove prodived shall not constitute a waiver of any right, claim or remedy of the Lessor, by reason of such breach.

17 a The Lessor shall not directly or indirectly, distribute or exhibit said picture in said territory during the term of this agreement.

S.L.L.
A.S.F

EIGHTEENTH; All notice hereunder may be addressed by either of the parties hereto to the other, as follows:

To David W. Griffith, at New Century Theatre, New York City.

To All Star Features Distributors, San Francisco, California.

S.L.L.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

DAVID W. GRIFFITH

David W. Griffith

By Arthur S. Friend
His Atty in fact.

ALL STAR FEATURES DISTRIBUTORS

By Sol. L. Lesser

STATE OF NEW YORK )
CITY OF NEW YORK : SS
COUNTY OF NEW YORK)

On this day of May, 1918, before me personally came and appeared to me know, who being by me duly sworn, did depose and say; that he resides at that he is the of the All Star Features Distributors the Corporation described in and which executed the fore going instrument; that he knows the corporation seal of said corporation; that the seal affixed to said instrument is such corporation seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto as such by the like order.

Notary Public

Form 1220

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


16 BROAD ST. N.Y.

RECEIVED AT

War Picture

T 4505 GC 138NL COUNT QNS 2 WORDS

FT LOS ANGELES CALIF MAY 29 1918

A H BANZHAF 0 688

TWO RECTOR ST NEWYORK

TAKE ADVANTAGE PRESENT OFFENSIVE SEND FOLLOWING WIRE TO ALL AGENTS "COMMANDANT OF BLUE DEVIL FAMOUS FRENCH HEROES NOW IN AMERICA SAID THIS MORE LIKE WAR THAN WAR ITSELF WHEN FIGHTING YOU SEE ONLY AROUND YOU HERE YOU SEE BATTLES FROM BEGINNING TO END FROM EAST TO WEST IN ONE MAGNIFICENT PANORAMA IF YOU WANT TO SEE HOW MAGNIFICENT STRUGGLE FOUGHT ON EUROPEAN BATTLE FRONT AND ALL ITS HEROISM AND GRANDEUR SEE HEARTS OF WORLD FOR IT WAS AT THE FORTY FOURTH STREET THEATRE WHILE WITNESSING THIS PICTURE THE COMMANDANT OF BLUE DEVILS MADE THESE REMARKS" INCIDENTALLY IF NO BETTER BUSINESS YOU WILL HAVE TO MAKE ARRANGEMENTS FOR QUICK CLOSINGS BEFORE YOU GET BIG LOSSES SHOULD MAKE STATE RIGHT SALES BEFORE THIS KINDLY GO OVER LAST WIRES ADVERTISING IN OTHER MATTERS ANSWER THEM EACH POINT IN DETAIL

D W GRIFFITH

655AM

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1206

Receiver's No. War 8

Check

Time Filed

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

May 29 1918

D W GRIFFITH HOTEL ALEXANDRIA
LOS ANGELES CALIFORNIA

NOTE NOT NEEDED DO NOT SIGN WILL EXPLAIN TO ZUKOR WILL MAIL PROPOSED CHANGES DOROTHY CONTRACT AFTER INTERVIEW WITH LUDVIG AND WILL CHANGE SIXTY TO SEVENTY FIVE AFTER EQUAL DIVISION ALSO USE YOUR NAME WHY NOT INCREASE COST SECOND YEAR FROM TWENTY TWO THOUSAND FIVE HUNDRED TO TWENTY FIVE OR THIRTY THOUSAND EACH PICTURE BECAUSE UNDOUBTEDLY HIGHER COST NEXT YEAR DUE WAR CONDITIONS CONTRACT SHOULD ALSO INCLUDE CLAUSE YOU DO ALL PRINTING OF PRINTS DURING TERM THEREOF AND I HAVE SOME OTHER MINOR SUGGESTIONS DAVIS AND PATTERSON LEAVING TRIANGLE SUGGEST YOU GET IN TOUCH WITH PATTERSON TYPE OF MAN YOU NEED KLEINSCHMIDT HAS NO ZEPPELINS AIRCRAFT PRACTICALLY ONLY TO SE IN CLUNE PICTURE WILL ADVISE OTHER MATTERS LATER BURLOCK ADVISES PRINTS ARRIVED AND OPENING LONDON ABOUT THREE WEEKS HAVE ARRANGED TO SHIP OTHER EIGHT PRINTS LONDON THROUGH DIPLOMATIC SOURCES AS PREVIOUSLY REGARDS

BANZHAF

2 Rector Street N Y C

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1206

Receiver's No. War 8

Check

Time Filed

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

May 29 1918

D W GRIFFITH HOTEL ALEXANDRIA
LOS ANGELES CALIFORNIA

KLEINSCHMIDTS ATTORNEY ADVISES ME CLUNE OFFERING PRINTS HIS PICTURE FOR SALE THIS CLUNE HAS NO RIGHT TO DO AND SHOULD NOT ATTEMPT TO SELL SAME WITHOUT CONSENT WHAT WORDING WOULD YOU USE TO ADVERTISE GERMAN PICTURES TAKEN BY KLEINSCHMIDT SUGGEST DOING SO BEFORE ANY OTHER PUBLICITY MIGHT OCCUR PLEASE ADVISE REGARDING CLUNE AND YOUR IDEAS OF PUBLICITY REGARDING THESE PICTURES

BANZHAF

2 RECTOR STREET N Y C

ADDRESS OFFICIAL COMMUNICATIONS TO
THE SECRETARY OF STATE
WASHINGTON, D. C.

**DEPARTMENT OF STATE**
**WASHINGTON**

In reply refer to
So 811.544/178

May 29, 1918.

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City, New York.

Sir:

The Department acknowledges the receipt of your letter of May 23, 1918, in which, as attorney for David W. Griffith and other motion picture producers, you request the Department to take action with respect to the alleged pirating, in Mexico, of the motion picture, known as "Intolerance".

In reply the Department informs you that appropriate instructions in the matter have been sent to the American Embassy at Mexico City, which has been directed to endeavor to obtain the information desired by you, relative to the arrangements for the exhibition, in that city, of the motion picture mentioned.

The Embassy has also been directed to investigate and report whether Mexico has ratified the Convention on Literary and Artistic Copyright, signed at Buenos Aires, August 11, 1910, a copy of which is enclosed herewith, for your information.

information.

When a reply shall be received from the Embassy, the Department will be glad to advise you further in the premises.

I am, Sir,

Your obedient servant,

Robert Lansing

Enclosure:
Treaty Series, No. 593

So

"COPY"

May 30, 1918.

D. W. GRIFFITH STUDIO,

Picture A*-1

To

D.W.Griffith Corporation, Dr.

| | | | | a/c # |
|---|---|---|---|---|
| Feb. | 19. | Western Union (Jan latter half month teleg bill) | $7.35 | 34 |
| Mar. | 6. | Pendennis Club | 22.04 | 37 |
| " | 6. | A. W. Herman | 19.76 | 37 |
| " | 11. | Western Union (Feb. teleg bill) | 59.36 | 34 |
| " | 11. | Disbursements | 33.12 | 37 |
| " | 11. | Cain Transfer Co. | 2.00 | 37 |
| " | 13. | American Express Co. | 48.85 | 39 |
| " | 16. | C. R. Wood | 6.00 | 37 |
| Apr. | 12. | Western Union (2 teleg March 4, Cable bill) | 132.84 | 34 |
| " | 16. | Herbert S. Clark | 394.00 | Prod. Neg. |
| " | 22. | A.H.T. Banzhaf (for disbursements made | 54.50 | 37 |
| | | Total | $ 779.82 | |

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

War Picture

May 31 1918

D W GRIFFITH  HOTEL ALEXANDRIA

LOS ANGELES  CALIFORNIA

ZUKOR NEGOTIATING FOR MISSOURI IOWA MINNESOTA GROUPES AT ONE HUNDRED NINETY FIVE THOUSAND  HOPE TO HAVE WORD TOMORROW ON NEW ENGLAND AND TEXAS GROUPES ALSO GOOD INQUIRIES REGARDING OTHER GROUPES GREY TAKING CARE PRESS MATTER ACCORDING INSTRUCTIONS  BRITISH PICTORIAL PROMISE INFORMATION AIRCRAFT GUN TOMORROW  THEIR OFFICE VERY SLOW  RED TAPE  COLONEL THORNCROFT SANFRANCISCO  BUSINESS YESTERDAY GREAT AND VERY GOOD TODAY  WEATHER COOL  WILL ADVISE REGARDING ZEPPLINS AND GERMAN AIRCRAFT MONDAY OR TUESDAY  ADVISE WHAT PRICE YOU WOULD TAKE FOR CANADA AND AUSTRALIA  BURLOCK CABLED FOR OFFERS  ANSWER

BANZHAF

May 31st 1918.

D.W.Griffith (Assigned, D.W.G.Corporation)

In account with Epoch Producing Corporation.

| | | |
|---|---|---|
| Income for May 1918, as per Treasurer's report, | | $15,863.65 |
| 37½% of income, | $5,948.87 | |

Distribution:

| | | |
|---|---|---|
| D.W.G.Corporation, | 60% | $3,569.32 |
| (Assigned) | 40% | 2,379.55 |

TREASURER'S REPORT FOR MAY 1918

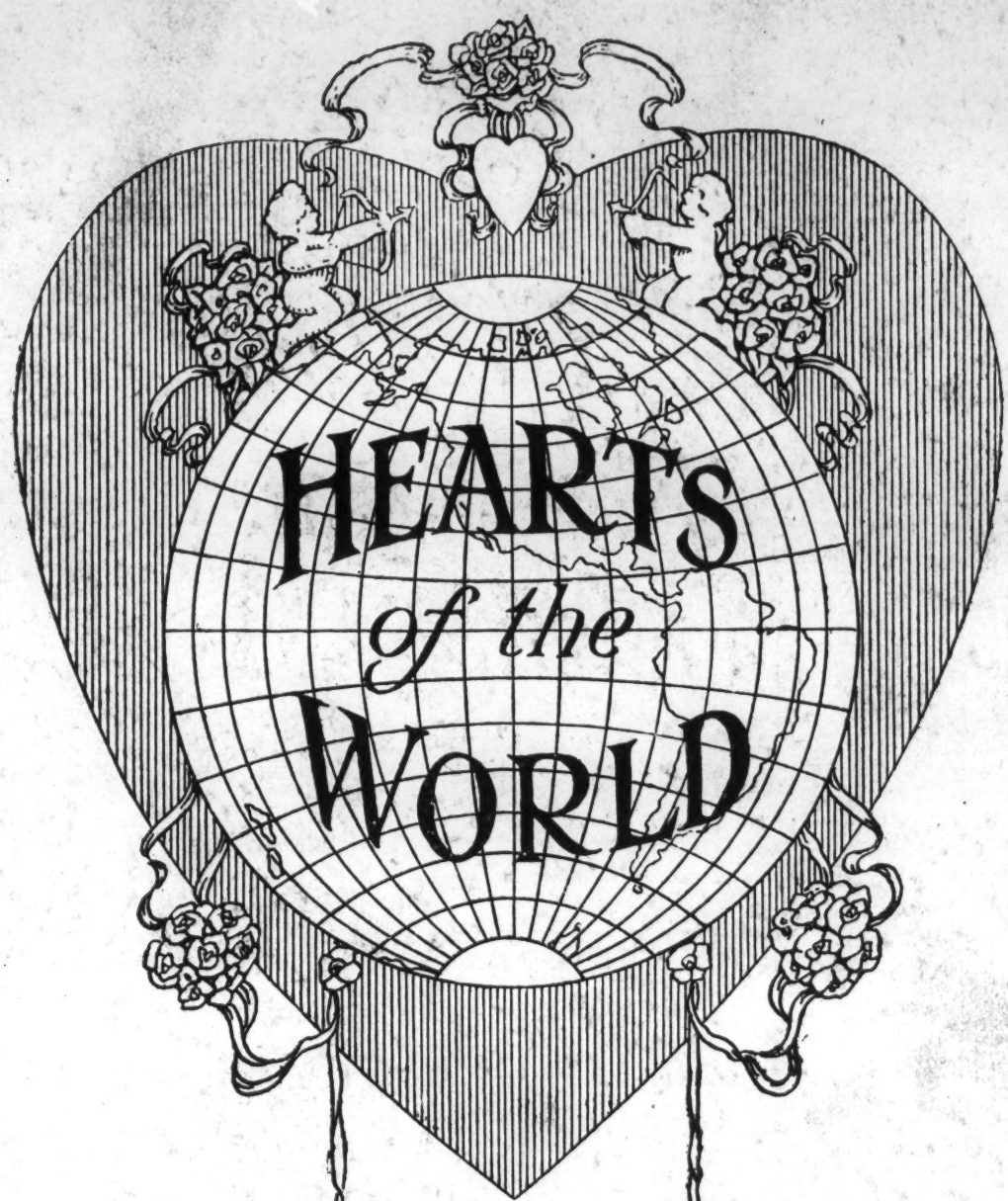
EPOCH PRODUCING CORPORATION.

| | | | |
|---|---|---|---|
| Income | Company A | 5,292.55 | |
| | B | 3,770.80 | |
| | D | 4,684.77 | |
| | E | 4,113.97 | |
| | F | 4,997.01 | |
| | G | 4,214.16 | |
| | H | 4,740.70 | |
| | I | 4,033.99 | |
| | Special | 700.00 | 36,547.95 |
| Rights, Wisconsin | | 302.02 | 302.02 |
| Sinking Funds | | | 75. |
| J.C. Williamson Ltd. | | | 1,000. |
| Expense, | General | 9,357.39 | |
| | Company A | 1,353.14 | |
| | B | 1,421.86 | |
| | D | 1,527.17 | |
| | E | 1,170.20 | |
| | F | 1,443.48 | |
| | G | 1,499.84 | |
| | H | 1,950.16 | |
| | I | 2,010.82 | |
| | Special | 327.26 | |
| | | $22,061.32 | 37,924.97 |
| | General and company expense | | 22,061.32 |
| | | | $15,863.65 |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

London

3740 in Stock




# SOUVENIR
## of
# D.W. GRIFFITH'S
# *Epic of Love*

## D. W. GRIFFITH

Presents

# HEARTS OF THE WORLD

**The Story of a Village**
**An Old-Fashioned Play with a New-Fashioned Theme**
**In Two Parts**
**Scenario by M. Gaston de Tolignac**
**Translated into English by Capt. Victor Marier**

**Under the Personal Direction of**
**D. W. GRIFFITH**

### The Characters

(In the order in which they appear)

| | |
|---|---|
| The Grandfather | ADOLPHE LESTINA |
| The Mother | JOSEPHINE CROWELL |
| The Girl, Marie Stephenson | LILIAN GISH |
| The Boy, Douglas Gordon Hamilton | ROBERT HARRON |
| The Father of the Boy | JACK COSGRAVE |
| The Mother of the Boy | KATE BRUCE |
| The Littlest Brother | BEN ALEXANDER |
| The Boy's Other Brothers | M. EMMONS<br>F. MARION |
| The Little Disturber | DOROTHY GISH |
| Monsieur Cuckoo | ROBERT ANDERSON |
| The Village Carpenter | GEORGE FAWCETT |
| Von Strohm, agent of German autocracy | GEORGE A. SIEGEMANN |
| The Innkeeper | FAY HOLDERNESS |
| A Deaf and Blind Musician | L. LOWY |
| A Poilu | EUGENE POUYET |
| A French Peasant Girl | ANNA MAE WALTHALL |
| A Refugee | Mlle. YVETTE DUVOISIN<br>(Courtesy Max Duruy, Comédie Française, Paris) |
| A French Major | HERBERT SUTCH |
| A Poilu | ALPHONSE DUFORT |
| A Poilu | JEAN DUMERCIER |
| Stretcher Bearers | JULES LEMONTIER<br>GASTON RIVIERE |
| A Poilu | GEORGES LOYER |
| A German Sergeant | GEORGE NICHOLS |
| Refugee Mother | Mrs. GISH |
| Woman with Daughter | Mrs. HARRON |
| Wounded Girl | MARY HARRON |
| Refugee | JESSIE HARRON |
| Boy with Barrel | JOHNNY HARRON |

**ACT I.**

**(1). The first part is given up to the village in time of peace.**
**(2). The second part is the struggle with the Germans for its possession.**

**ACT II.**

**(1). The village under German occupation.**
**(2). The Allied Forces attempt to drive out the invader.**

*Executive Staff for Mr. GRIFFITH:*

WILLIAM E. BURLOCK
Managing Director for Europe.

JOSEPH E. MACK, Stage Manager. GEORGE NOBLE, Master Electrician.

# SYNOPSIS OF "HEARTS OF THE WORLD."

Two English painters make their homes in France. Marie the daughter of one painter, and Douglas Hamilton, the oldest son of the other, live next door to each other. A natural event is the love between the two.

The Little Disturber, a strolling singer, falls in love with young Douglas also. However, this affair does not develop to any disastrous conclusion.

Marie and her lover are in the midst of great preparations for their coming wedding when the Great War begins. Though an English citizen, he gives his life to the service of France.

Marie and her family, left at home in the village, refuse to believe the possibility of danger.

The little French company, a part of the great army of France, however, are beaten back by the great German offensive.

Then follows the overwhelming of the French, the bombardment and destruction of the village. The scenes of the evacuation and of the distress and terror of the villagers under the bombardment.

The latter part of the story takes up the village under the German occupation.

In this village Marie and the Little Disturber manage to drag out an existence at the village inn, now in possession of the Huns.

The story relates the suffering, privations and agony of the villagers in their captivity, relating also the preparations for the rescue of the village by the French, the massing of their troops, the intense struggle of the French soldiers to recapture the village and free their loved ones; and the prayers and hopes of the women and children of the village awaiting their deliverance, ascend from cellar and crypt in the stricken district.

The first part of our play is the story of the village in the time of peace, an attempt in a small way to suggest the beauty of France, the music of her moonlight, the perfume of her blossoms, the charms of her walls and her streets, her streams and pathways—ways that the legions of Cæsar found beautiful centuries ago.

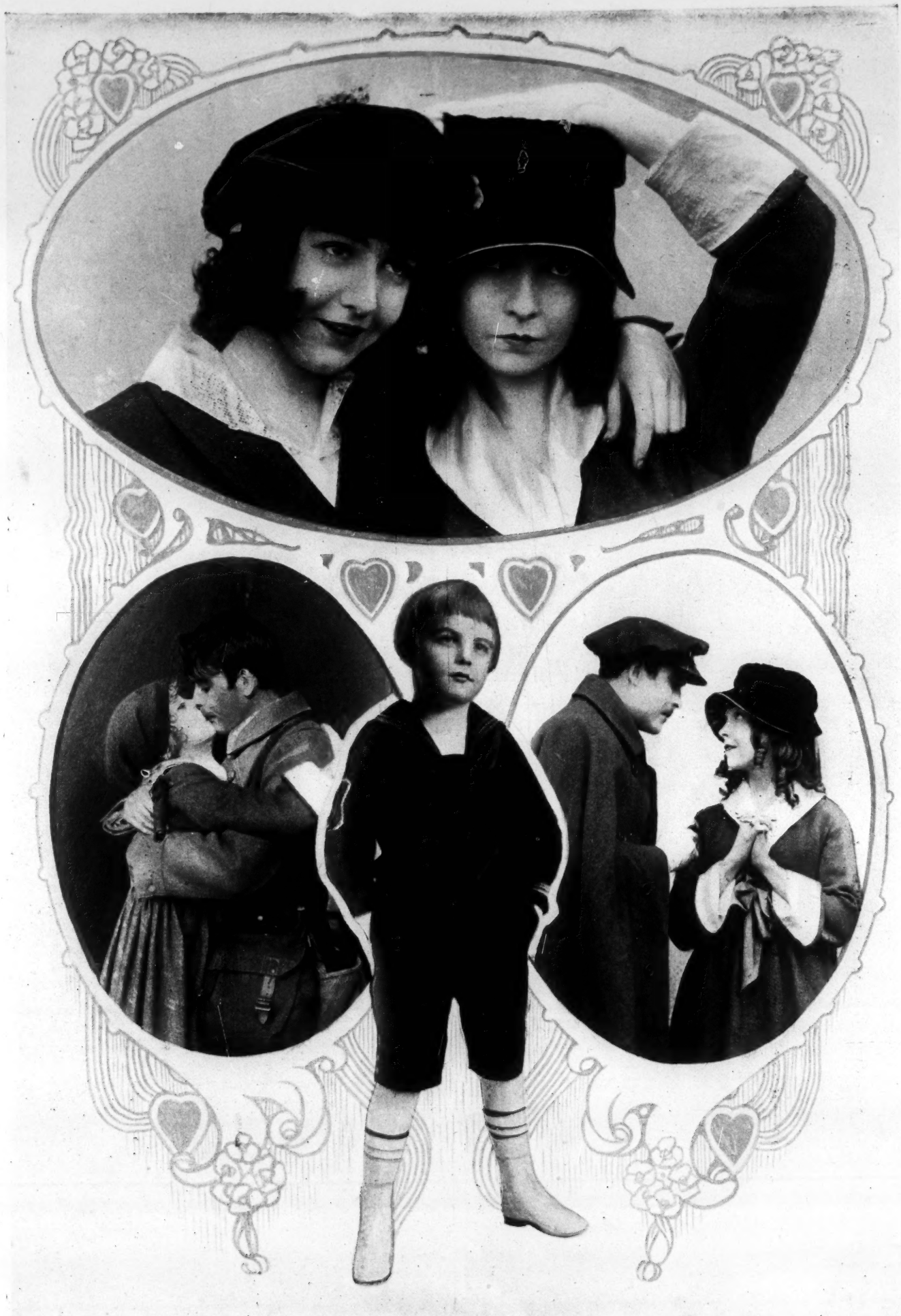
An attempt to suggest the gold of her love, her small troubles, her light laughter, her great hopes.

The heroes and heroines are humanity; the villain, militarism.

Our poor little heroes and heroines we know have a heavy burden, trying to give even the faintest suggestion of that heavy load carried by humanity in stricken France and Belgium.

So try to bear with them indulgently, for the story they tell is the story of truth. The things that occur may not have happened in quite the sequence as told here, but all these incidents have really happened in that land where nothing seems impossible, where all the world is in Gethsemane and the earth is a forest of crosses on which hang the atoms of broken humanity. In the night outside our house anguished voices cry out. Whatever the darkness holds, we must take the lantern and go out into it.

D. W. Griffith
at work on his
latest and greatest triumph
"Hearts of the
World"



Dorothy and Lillian Gish
Lillian Gish and Robert Harron
Ben Alexander

Mr. Griffith and Major A. P. Holt

Robert Harron

Dorothy Gish Lillian Gish

As seen in "Hearts of the World"

# AN EXPRESSION.

The place where science meets and mingles with the fine arts is the motion-picture screen.

Starting in their first crude beginnings as little else than a sublimated "peep show," the pictures are now attracting the best brains of the world. The finest actors, many of the best writers, chemists, inventors and artists with both camera and brush have heard the call.

Every great feature picture, beginning with the "Birth of a Nation," has registered some extraordinary advancement. Each new picture drama is waited for as a new milestone along the path. So rapid is the progression!

The music that inspired his actors was the shriek of shrapnel on a mission of death. The villains of the piece were not supers arrayed in the prop costumes: they were real German soldiers with the fear of death in their hearts and the sound of death in their ears.

Before the outbreak of the war, motion-picture directors were often heard to sigh that motion cameras had not been invented at the time of the great wars of the past. Yet, in the light of this great War picture, we come to the realization that the camera is to bring the death of the great spectacle. Moving pictures are so common in their profusion of wonderment that the thrill has oozed away. The grandeur of war is an old story to every child.

The Griffith picture is a great drama, as we now discover, not because it was made under fire at the war front, but because it is a wonderfully sweet, human, appealing love story. And with this realization, the artist steps up to the place he should have had this long while, and the mechanic steps down.

The mechanical difficulties of motion-pictures have been solved; the artistic famine is next to be relieved. "Hearts of the World" opens up a field of rich promise in this regard. It hints in a striking way of the splendid opportunities that wait for literary men in the films—yes, and for great actors.

Hitherto picture plays have been sheer melodrama in that they dealt with types rather than characters. There have been very, very good people and very, very bad people. As in the old morality plays, there has been virtue and vice disguised in various personalities.

"Hearts of the World" shows what opportunities there are for real delineations of real people.

There is not in all literature a more charming character study than that of the little street singer in "Hearts of the World"—the debonair little philosopher who holds to the text that if "you can't get what you want, then want what you can get." There is insouciance and delicate fascination in this little bit of literature that suggests Robert Louis Stevenson's "A Lodging for the Night."

Some of this charm is due to the author and the director, but a great deal of it is attributable to the exquisite art of Miss Dorothy Gish. No less can be said of the sweet wistfulness of the love story. We cannot disentangle the credit that goes to the director from that belonging to the sincere, intelligent, studious effort of Miss Lillian Gish and Mr. Robert Harron.

"Hearts of the World" sets a new ideal for motion-pictures, as have most of the great feature films of the past. Yet it does more. It shows a new way; it turns a leaf. It shows that hereafter the spectacle is to be but a setting; the story is the thing.

In the first big days of the films, the stage managers who had been confined to a sixty-foot stage, canvas forests and armies of a dozen beery supers went wild when they found real forests and huge armies ready at hand. The spectacular element ran away with pictures. But with this feature play, the story comes into its place again.

It is a call for brains. It is a call for authors and for actors, as well as directors.

*Editorial, "Los Angeles Times."*

Hand-to-hand fighting

Awaiting an attack in the early days of the War

J. Miles & Co., Ltd., Printers to H.M. The King, 68-70, Wardour Street, London, W

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

1918 JUN 2 AM 8 29

RECEIVED AT

195 BROADWAY N.Y.

3 JUN 2 AM 5 51

Hill
Phila Ent
Hearts etc

A139CH 97 NL 1/70

LOSANGELES CALIF JUNE 1

A H T BANZHAF

8744

TWO RECTOR ST NEWYORK NY

HAVE INSTRUCTIONS FROM FAMOUS PLAYERS TO MAKE CERTAIN SHIPMENTS HEARTS OF WORLD COD BUT NOTHING SAID AS TO PRICE ACTUAL COST WOULD BE FIFTEEN TO TWENTY CENTS PER FOOT CONSIDERING LOST TIME ETC THINK WE SHOULD CHARGE EIGHT MUST CHARGE AT LEAST SIX TAKE UP WITH ZUKOR AND ADVISE SOP WHAT WERE PRICES ON OTHER TERRITORY SHOULD THINK CANADA ABOUT FORTY THOUSAND AUSTRALIA ABOUT THE SAME AS FIRM SHOULD BE

23

8 JUN 2 AM 5 51

A139CH SHEET 2/27

ENORMOUS HIT THESE COUNTRIES GREY SHOULD HAVE IDEA ABOUT THIS

ALSO WHEN DO GET MONEY THIS MOST IMPORTANT THIS IS GOOD BUSINESS

TIME TO SELL ADVISE REGARDS

D W GRIFFITH.

CLASS OF SERVICE | SYMBOL

WESTERN UNION

CLASS OF SERVICE | SYMBOL

Enemy within 10 yrs.

65 - 35 to 125 - 000 -

guarantee 75 within 1 yr + 50 add 18 mos

50 - 50 all over

supervised et al by or promoted by

Monopoly 50 - 50 [illegible]

Release July 1st + Aug 1st

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

June 1 1918.

Mr. Shauer,
c/ Famous Players-Lasky Corp.,
485 Fifth Avenue,
New York City.

Dear Sir:

Enclosed please find letter regarding South American Rights for "Hearts of the World", which I forward to you for your attention.

Very truly yours,

AHTB/D
Enc.

THIS AGREEMENT made and entered into this first day of June, 1918, by and between D. W. GRIFFITH, of the City of Los Angeles, State of California, party of the first part, hereinafter for convenience sake called the "Employer", and DOROTHY GISH, of the City of Los Angeles, State of California, party of the second part hereinafter for convenience sake called the "Employe",

W I T N E S S E T H :

NOW THEREFORE, in consideration of One ($1.00) Dollar, lawful money of the United States of America, by each of the parties hereto paid to the other party, the receipt whereof is hereby mutually acknowledged, and in further consideration of the premises, promises and covenants herein set forth, it is hereby understood and agreed as follows:

That the employer hereby engages and employs the employe for a continuous period of four years beginning on the eighth day of July, 1918, as a motion picture actress to act, play, pose, perform and take part in leading parts in motion picture rehearsals, acts, parts, scenes, settings, roles and plays as ordered by the employer at the studio or studios of the employer in California or on designated location or at any other place required by the employer for the agreed weekly salary of Five Hundred ($500.00) Dollars per week for the first six (6) months of said period of four (4) years; Six Hundred ($600.00) Dollars per week for the second six (6) months of said period of four (4) years; Seven Hundred Fifty ($750.00) Dollars per

week for the second year of said period of four (4) years; Seven Hundred Fifty ($750.00) Dollars per week for the third year of said period of four (4) years, and Seven Hundred Fifty ($750.00) Dollars per week for the fourth year of said period.

The employe accepts said employment and promises and agrees to so act, play, pose, perform and take part in the manufacture and production of motion pictures by the employer as herein called for, for the compensation above mentioned.

The employe shall attend daily (Sundays excepted) during established working hours for the performance of her duties herein required at the studio or studios of the employer or on location or other place as may be designated by the employer. No excuse from work, duties or attendance at the studio or on location or other place as required hereby shall be good or sufficient except it be in writing signed by an authorized agent of the employer. In no event shall a written excuse be good for an absence of more than one day. Inclement weather shall be no excuse for non-attendance hereunder. The employe agrees to abide by, obey and perform any and all orders, requests, communications, rules and regulations of the employer. Her method, manner and way of acting and performing shall at all times be conducted and carried out to the satisfaction of the employer and as required by him.

The employe further agrees that during the life of this contract all of her talents and services shall be exclusively devoted to the use and benefit of the employer and she shall perform such services to the best of her ability and shall lend her best efforts, talents and assistance to the production of those motion pictures in which she takes part.

It is understood and acknowledged by both parties hereto that the employe's services, talents and abilities as a motion picture actress which the employe hereby contracts to use to the fullest measure in her work hereunder for the benefit of the employer, are excellent, rare, unique, uncommon and of a peculiar and extraordinary nature and of great value to the employer and that these talents, services and abilities cannot be replaced by the employer.

It is further understood and agreed that during the continuance of this contract the employe will not perform, act, play or take part in any rehearsals, plays, acts, scenes or motion pictures for any other person, firm or corporation, and she promises and agrees to and with the employer that she will not assist in any way, directly or indirectly, any other person, firm or corporation in the rehearsal, manufacture or production of motion pictures during the term hereof, and that during the life of this contract she will not engage in the production of motion pictures except for the employer as provided for herein.

The employe further promises and agrees that during the life of this contract she will not appear in any public or private performance except with the written con-

sent of the employer.

It is agreed by the parties hereto that during the term hereof all the time, services, talents, abilities, energies, motion picture productions and efforts of the employe belong to the employer.

It is further agreed that if the employe should break this contract and enter or threaten to enter the employ of another to act, play, or take part in the production of motion pictures, then, in that event, it is hereby agreed that the employer may apply to any court of competent jurisdiction for an injunction restraining the employe from so acting, playing or taking part in the production of motion pictures for anyone else and the employe hereby consents to the issuance of such an injunction and agrees not to contest the same.

The employe shall provide at her own expense all modern wardrobe necessary to properly dress for parts in which she may be cast as directed and instructed by the employer, except as otherwise agreed upon. The employer shall provide at his own expense all costuming for the employe. The employer shall be the sole judge as to what clothes are modern clothes and what clothes are costuming.

The employe shall not be absent on account of sickness for more than _____ days in any one month and receive a salary for said days. On the first of each calendar month of the term of this contract, provided the employe has been absent on account of sickness during the preceding calendar month for more than _____ days, the em-

ploye shall pay to the employer a sum equal to the daily income from her said salary, multiplied by the number of days she was absent from her duties during the preceding calendar month more than _____ days, and one-seventh of her said weekly salary shall be deemed and considered her said income for one day.

In addition to the salary hereinbefore provided for, it is understood and agreed that the employe shall receive as additional compensation, ten (10%) per cent of the profits of the employer made by pictures in which she performs for the employer during the first year; twenty (20%) percent of the profits of the employer made by pictures in which she performs for the employer during the second year; thirty (30%) per cent of the profits of the employer made by pictures in which she performs for the employer during the third year; and fifty (50%) per cent of the profits of the employer made by pictures in which she performs for the employer during the fourth year.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

_____

_____

Witness:

_____

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

June 1st 1918.

D. W. G. CORPORATION

-TO-

ALBERT H.T. BANZHAF, DR.

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

TO Professional Services for Month of May 1918 - - - $150.

Received Payment,
JUN 5 1918

Conformed Copy

THIS AGREEMENT, made the 4th day of June, 1918, by and between DAVID W. GRIFFITH, hereinafter referred to as the "Lessor", party of the first part, and ARTHUR S. HYMAN and CHARLES H. SEAMAN of Grand Rapids, Michigan, transacting business under the firm name of HYMAN & SEAMAN, hereinafter sometimes referred to as the "Lessees", party of the second part,

W I T N E S S E T H :

WHEREAS, the Lessor has produced and copyrighted a motion picture entitled"Hearts of the World", and

WHEREAS, the Lessees desire to acquire the exclusive right of distribution and exploitation of said motion picture production, in the territory hereinafter described, and for the time and upon the terms and conditions hereinafter set forth,

NOW THEREFORE, IN CONSIDERATION of the premises, and of the mutual covenants and agreements herein contained, the parties hereto do covenant and agree as follows:

FIRST: The Lessor hereby grants to the Lessees the sole and exclusive right, subject to the performance of the terms and conditions required to be performed by said Lessees to distribute or exploit the aforesaid motion picture production, entitled "Hearts of the World" (but only in a dignified manner commensurate with the artistic qualities of the production, and in continuity as delivered by the Lessor, and with appropriate musical accompaniment as prepared for the Lessor) in the State of Michigan, and not elsehwere, for a period of ten (10) years from the date hereof.

SECOND: The Lessees shall not distribute or exploit such motion picture production within the Territory hereinbefore specified, other than:

(a) Directly with exhibitors and under written contract, a correct copy of which, in each instance, shall immediately upon exe-

cution, be furnished to the Lessor, or

(b) By direct exhibition thereof in theatres hired by the Lessees (either at a flat rental, or on a rental based on a percentage of the receipts) and under written contract, a correct copy of which, in each instance, shall immediately, upon execution, be furnished to the Lessor.

THIRD: The Lessees shall pay to the Lessor in the manner hereinafter set forth, for the territorial rights hereby granted, the sum of Forty-five Thousand ($45,000) Dollars, and a sum equal to fifty (50%) per cent of the receipts of the Lessees from the distribution and exploitation of the said production, as same are hereinafter defined, after the gross receipts aggregate One Hundred Thousand ($100,000) Dollars.

The Forty-five Thousand ($45,000) Dollars aforementioned has been paid as follows:

FOURTH: The Lessor further agrees as long as the negative is in existence to furnish to the Lessees prints or parts of prints of said production, during the life of this contract, at the rate of eight cents per linear foot, plus any increase in cost of raw material or of taxes over present cost and footage tax.

Every print is to be returned to the Lessor at his option, ten years from the date hereof; and if lost or destroyed the Lessees shall supply affidavits covering the cause of its loss or destruction.

FIFTH: The Lessees covenant and agree that neither the Lessees, nor their agents, servants or employees will copy or duplicate said film or any portion thereof, or permit the same to be copied or duplicated, and that neither the Lessees nor their agents, servants or employees will exhibit or cause to be exhibited any of said films in any territory other than that covered by this agreement; and that the Lessees will use every effort to enjoin and restrain the use of any copy of said production, not authorized by the Lessees to be exhibited within the territory aforesaid.

SIXTH: The Lessees further agree, in the event of the loss or destruction of any film, to notify the lessor by telegram or telephone forthwith.

SEVENTH: The Lessor will lease to the Lessees lithographs of the said production at the usual schedule of prices at which the same are leased by the Lessor from time to time to any distributing medium of said motion pictures within the United States, and the Lessees agree not to use or permit to be used, within the territory hereinbefore described, any lithographs not leased from the Lessor or any advertising matter not approved by it.

EIGHTH: The Lessor, in addition to the aforementioned sum of Forty-five Thousand ($45,000) Dollars, shall be entitled to a sum equal to fifty (50%) per cent of the receipts of the Lessees from the distribution and exploitation of said motion picture in said territory, after the Lessees have retained for themselves the first One Hundred Thousand ($100,000) Dollars of gross receipts. Before determining the receipts in excess of One Hundred Thousand ($100,000) Dollars there shall be deducted from the gross receipts of the Lessees from the distribution

and exploitation of said production, an amount equal to ten (10%) per cent of said gross receipts in excess of $100,000, which shall be allowed to the Lessees for cost and expense of distribution and overhead. The remaining ninety (90%) per cent shall be known as the "receipts" and shall be divided equally between the Lessor and the Lessees.

In determining the gross receipts the following provisions shall be observed:

(a) Where contracts are made with exhibitors, gross receipts shall consist of the gross rentals paid by such exhibitors.

(b) Where the Lessees exploit said production directly in a theatre, the gross receipts shall consist of the gross or box office receipts, less sums actually paid for rental, music, theatre employees, light and advertising, and customary incidentals.

(c) Where the Lessees exhibit said production in a theatre on a percentage basis, the gross receipts shall be the actual amount received by the Lessees as their share of the box office receipts.

In no event shall any overhead charge or any charge for distribution be made except as herein specifically provided, to wit, ten (10%) per cent of the gross receipts in excess of One Hundred Thousand ($100,000) Dollars, it being the intention that except as to said ten (10%) per cent of such excess, the Lessees shall pay all expenses of whatever nature, necessary to distribute and exploit the said production in said territory.

NINTH: Up to and including the first day of July, 1920, the production aforesaid shall be exhibited only at a scale of prices running from twenty-five cents to one dollar and fifty cents or more, and the Lessees shall suitably provide in contracts with exhibitors for the enforcement of this scale of prices.

TENTH: The Lessees shall, on Saturday of each week, subsequent to the delivery to said Lessees of the prints of the production aforesaid, mail to the Lessor, an itemized statement of the gross re-

ceipts for each set of said prints, for the week ending at midnight on the Saturday preceding said date of mailing. Where said production is being exploited in the manner described in subdivision (b) or (c) of paragraph Eighth hereof, the Lessees shall furnish to the Lessor daily and weekly copies of box office statements.

The Lessees shall at all times afford access to the Lessor or his representatives, at all reasonable hours, to all of the accounts, books, records and vouchers of the Lessees, relating to the distribution and exploitation of the prints of said motion picture.

ELEVENTH: The Lessees shall use only such advertising matter as shall be furnished or approved by the Lessor, and the Lessees shall lease or purchase from the Lessor such heralds and advertising matter, at the usual schedule of prices at which the same are supplied by the Lessor from time to time to any distributing medium of said motion picture within the United States.

All lithographs, heralds and other advertising matter and accessories sold or leased by the Lessor to the Lessees shall be resold or sub-let by the latter at an advance not exceeding 33-1/3 per cent on the price at which the same are sold or sub-let to the Lessees.

TWELFTH: It is understood and agreed that the positive prints which shall be delivered to the Lessees hereunder, shall be used by said Lessees only in accordance with the express provisions hereof, and shall not be shipped or used outside of the territory hereinbefore specified, and the title thereto shall be and at all times remain in the Lessor; and said production shall not be exploited by the Lessees as part of a "Program" as the same is understood in the motion picture industry.

THIRTEENTH: The Lessees shall not act or hold themselves out as the agents of the Lessor, and nothing herein contained shall be construed to constitute a partnership between the parties hereto.

FOURTEENTH: This agreement shall not be assigned by the Lessees without the prior written consent of the Lessor.

FIFTEENTH: In the event of the failure of the Lessees to pay to the Lessor any money agreed to be paid to the Lessor by any provision of this agreement, the Lessor shall have the option of terminating the rights herein granted to the Lessees by giving ten days' notice by registered mail to said Lessees, and thereupon, upon the expiration of the time specified in such notice, unless such money is meanwhile paid, such rights shall immediately cease and determine; it being distinctly agreed that the waiver of any default in payment in any instance shall not operate as a waiver in any other instance.

SIXTEENTH: In the event of the breach by the Lessees of any of the other conditions in this agreement contained, or in the event of the filing of a petition in bankruptcy by or against theLessees, Lessor may call the attention of the Lessees to such breach by registered mail, and if such breach does not cease or is not remedied within ten days after the mailing of such notice, the Lessor shall have the option of terminating the rights herein granted to the Lessees by giving five days' notice by registered mail to the Lessees, and thereupon, upon the expiration of the time specified in such notice, such rights shall immediately cease and terminate; it being distinctly agreed that the waiver of any breach in any instance shall not operate as a waiver in any other instance.

SEVENTEENTH: In the event of the termination of the rights of the Lessees as set forth in paragraphs "Fifteenth" and "Sixteenth", hereof, such rights shall immediately revert to the Lessor, and the Lessees shall forthwith return to the Lessor all positive prints and all unused advertising matter relating thereto, which shall have been delivered to the Lessees hereunder; it being understood and agreed that the termination of the rights herein granted in the manner hereinabove provided, shall not constitute a waiver of any right, claim or remedy by the Lessor, by reason of such breach.

EIGHTEENTH: The Lessor shall not distribute or exhibit said picture in said territory during the term of this agreement.

NINETEENTH: All notice hereunder may be addressed by either of the parties hereto to the other, as follows:

To David W. Griffith, at New Century Theatre, New York City.

To Hyman and Seaman, Grand Rapids, Michigan.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

DAVID W. GRIFFITH

By Emil E. Shauer

HYMAN AND SEAMAN

By Arthur S. Hyman

STATE OF NEW YORK )
CITY OF NEW YORK : SS:
COUNTY OF NEW YORK

On this 3rd day of June, 1918, personallyappeared before me ARTHUR S. HYMAN personally known to me to be ~~the~~ a member of the firm of Hyman & Seaman to me known to be the person described in and who executed the foregoing instrument in the firm name of HYMAN & SEAMAN, and he acknowledged that he executed the same as the act and deed of said firm of HYMAN & SEAMAN for the uses and purposes therein mentioned.

JAMES V. GILLOON

(Seal)

Notary Public No. 55

New York County.

JAMES GAY GORDON
ALBERT H. HARRIS
HENRY J. REBMAN
JAS. GAY GORDON, JR.
ALLEN S. MORGAN
CHARLES C. GORDON

LAW OFFICES OF
JAMES GAY GORDON
710-723 NORTH AMERICAN BUILDING
BROAD AND SANSOM STREETS
PHILADELPHIA

June 5th, 1918.

Dear Mr. Banzhaf:-

I am taking the liberty of calling your attention to the matter of my fee for services in connection with the "Hearts of the World" film. It is now a month since I sent you my account, and I have not yet received it. I am sorry to trouble you, but I would be glad if you would expedite the matter.

Sincerely yours,

James Gay Gordon

To:

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City,
N. Y.

June 5th 1918.

Mr. D. W. Griffith,
Hotel Alexandria,
Los Angeles, Calif.

My Dear Mr. Griffith:

I have always had it in mind to write you relative to the scene in "Hearts of the World" in the great retreat where the cavalry dashes across the field in company front, and suggest that you put a title before the same "British Charge in Face of Certain Death to Recover Retreat", or something similar, using possibly some of the lines of Tennysons famous "Charge of the Light Brigade", say the first and third stanzas, a copy of which I enclose herewith.

It seems to me that some of the words of the third flashed before this scene might cause a mere riot with some audiences. A suggestion for what it is worth.

With kindest regards, and best wishes,

I remain

Very truly yours,

AHTB.D
Encs.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT 16 BROAD ST. (STOCK EXCHANGE BLDG.,) N. Y. ALWAYS OPEN

185WC DR 19

BH WASHINGTON DC 410P JUN 7 1918

ALBERT H T BANZHAF

2676

2 RECTOR ST NEWYORK

HAVE OR SEND LOSS CHECK CHICAGO IMMEDIATELY STOP EVERY THING RUNNING NICELY LOOKS LIKE A WONDERFUL OPENING HERE REGARDS

GREY

440P

Copy

97

THIS AGREEMENT, made the 7th day of June, 1918, by and between DAVID W. GRIFFITH, hereinafter referred to as the "Lessor"., party of the first part, and ABE S. GUCKENHEIMER, of Savannah, Georgia, hereinafter sometimes referred to as the "Lessee", party of the second part,

W I T N E S S E T H :

WHEREAS, the Lessor has produced and copyrighted a motion picture entitled "Hearts of the World", and

WHEREAS, the Lessee desires to acquire the exclusive right of distribution and exploitation of said motion picture production, in the territory hereinafter described, and for the time and upon the terms and conditions hereinafter set forth,

NOW THEREFORE, IN CONSIDERATION of the premises, and of the mutual covenants and agreements herein contained, the parties hereto do covenant and agree as follows:

FIRST: The Lessor hereby grants to the Lessee the sole and exclusive right, subject to the performance of the terms and conditions required to be performed by said Lessee, to distribute or exploit the aforemaid motion picture production, entitled "HEARTS OF THE WORLD" (but only in a dignified manner commensurate with the artistic qualities of the production, and in continuity as delivered by the Lessor, and with appropriate musical accompaniment as prepared for the Lessor) in the States of Tennessee, Georgia, Florida, Alabama, Mississippi, North Carolina, South Carolina, and Louisiana, and not elsewhere, for a period of ten (10) years from the date hereof.

SECOND: The Lessee shall not distribute or exploit such motion picture production within the territory hereinbefore specified, other than:

(a) Directly with exhibitors and under written contract,

a correct copy of which, in each instance, shall immediately upon execution, be furnished to the Lessor, or

(b) By direct exhibition thereof in theatres hired by the Lessee (either at a flat rental, or on a rental based on a percentage of the receipts) and under written contract, a correct copy of which, in each instance, shall immediately, upon execution, be furnished to the Lessor.

THIRD: The Lessee shall pay to the Lessor in the manner hereinafter set forth, for the territorial rights, hereby granted, the sum of Fifth Thousand ($50,000) Dollars, and a sum equal to fifty (50%) per cent of the receipts of the Lessee from the distribution and exploitation of the said production, as same are hereinafter defined, after the gross receipts aggregate One Hundred Thousand ($100,000) Dollars.

The Fifty Thousand ($50,000)Dollars aforementioned shall be paid as set forth in Paragraph "Twentieth" hereof.

FOURTH: The Lessor agrees as long as the negative is in existence to furnish to the Lessee prints or parts of prints of said production, during the life of this contract, at the rate of eight cents per linear foot, plus any increase in cost of raw material or of taxes over present cost and footage tax.

Every print is to be returned to the Lessor at his option, ten years from the date hereof; and if lost or destroyed the Lessee shall supply affidavits covering the cause of its loss or destruction.

FIFTH: The Lessee covenants and agrees that neither the Lessee, nor his agents, servants or employees will copy or duplicate said film or any portion thereof, or permit the same to be copied or duplicated, and that neither the Lessee nor his agents, servants or employees will exhibit or cause to be exhibited any of said films in any territory other than that covered by this agreement and that the Lessee will use every effort to enjoin and restrain the use of any copy of said produc-

tion, not authorized by the Lessee to be exhibited within the territory aforesaid.

SIXTH: The Lessee agrees in the event of the loss or destruction of any film, to notify the Lessor by telegram or telephone forthwith.

SEVENTH: The Lessor will lease to the Lessee lithographs of the said production at the usual schedule of prices at which the same are leased by the Lessor from time to time to any distributing medium of said motion pictures within the United States, and the Lessee agrees not to use or permit to be used, within the territory hereinbefore described, any lithographs not leased from the Lessor or any advertising matter not approved by it.

EIGHTH: The Lessor, in addition to the aforementioned sum of Fifty Thousand ($50,000) Dollars, shall be entitled to a sum equal to fifty (50%) per cent of the gross receipts of the Lessee from the distribution and exploitation of said motion picture in said territory, after the Lessee has retained for himself the first One Hundred Thousand ($100,000) Dollars of gross receipts.

In determining the gross receipts the following provisions shall be observed:

(a) Where contracts are made with exhibitors, gross receipts shall consist of the gross rentals paid by such exhibitors.

(b) Where the Lessee exploits said production directly in a theatre, the gross receipts shall consist of the gross or box office receipts, less sums actually paid for rental, music, theatre employees, light and advertising, and customary incidentals.

(c) Where the Lessee exhibits said production in a theatre on a percentage basis, the gross receipts shall be the actual amount received by the Lessee as his share of the box office receipts.

In no event shall any overhead charge or any charge for distribution be made, it being the intention that the Lessee shall ~~xx~~ pay all expenses of whatever nature, necessary to distribute and exploit the said production in said territory.

NINTH: Up to and including the first day of July, 1920, the production aforesaid shall be exhibited only at a scale of prices running from twenty-five cents to one dollar and fifty cents or more, and the Lessee shall suitably provide in contracts with exhibitors for the enforcement of this scale of prices.

TENTH: The Lessee shall, on Saturday of each week, subsequent to the delivery to the said Lessee of the prints of the production aforesaid, mail to the Lessor, an itemized statement of the gross receipts for each set of said prints, for the week ending at midnight on the Saturday preceding said date of mailing. Where said production is being exploited in the manner described in subdivision (b) or (c) of Paragraph Eighth hereof, the Lessee shall furnish to the Lessor daily and weekly copies of box-office statements.

The Lessee shall at all times afford access to the Lessor or his representatives, at all reasonable hours, to all of the accounts, books, records and vouchers of the Lessee, relating to the distribution and exploitation of the prints of said motion picture.

ELEVENTH: The Lessee shall use only such advertising matter as shall be furnished or approved by the Lessor, and the Lessee shall lease or purchase from the Lessor such heralds and advertising matter, at the usual schedule of prices at which the same are supplied by the Lessor from time to time to any distributing medium of said motion picture within the United States.

All lithographs, heralds and other advertising matter and accessories sold or leased by the Lessor to the Lessee shall be re-sold or sub-let by the latter at an advance not exceeding 33-1/3% on the price



D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

at which the same are sold or sub-let to the Lessee.

TWELFTH: It is understood and agreed that the positive prints which shall be delivered to the Lessee hereunder shall be used by said Lessee only in accordance with the express provisions hereof, and shall not be shipped or used outside of the territory hereinbefore specified, and the title thereto shall be and at all times remain in the Lessor; and said ~~kkk~~ production shall not be exploited by the Lessee as part of a "Program" as the same is understood in the motion picture industry.

THIRTEENTH: The Lessee shall not act or hold themselves out as the agents of the Lessor, and nothing herein contained shall be construed to constitute a partnership betweem the parties hereto.

FOURTEENTH: This agreement shall not be assigned by the Lessee without prior written consent of the Lessor.

FIFTEENTH: In the event of the failure of the Lessee to pay to the Lessor any money agreed to be paid to the Lessor by any provision of this agreement, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving ten days' notice by registered mail to said Lessee, and thereupon, upon the expiration of the time specified in such notice, unless such money is meanwhile paid, such rights shall immediately cease and determine; it being distinctly agreed that the waiver of any default in payment in any instance shall not operate as a waiver in any other instance.

SIXTEENTH: In the event of the breach by the Lessee of any of the other conditions in this agreement contained, or in the event of the filing of a petition in bankruptcy by or against the Lessee, the Lessor maycall the attention of the Lessee to such breach by registered mail, and if such breach does not cease or is not remedied within ten days afterthe mailing of such notice, the Lessor shall have the option of

terminating the rights herein granted to the Lessee by giving five days' notice by registered mail to the Lessee, and thereupon, upon the expiration of the time specified in such notice, such rights shall immediately cease and terminate, it being distinctly agreed that the waiver of any breach in any instance shall not operate as a waiver in any other instance.

SEVENTEENTH: In the event of the termination of the rights of the Lessee as set forth in paragraphs "Fifteenth" and "Sixteenth" hereof, such rights shall immediately revert to the Lessor, and the Lessee shall forthwith return to the Lessor all positive prints and all unused advertising matter relating thereto, which shall have been delivered to the Lessee hereunder; it being understood and agreed that the termination of the rights herein granted in the manner hereinabove provided shall not constitute a waiver of any right, claim or remedy of the Lessor, by reason of such breach.

EIGHTEENTH: The Lessor shall not distribute or exhibit said picture in said territory during the term of this agreement.

NINETEENTH: All notice hereunder may be addressed by either of the parties hereto to the other, as follows:

To David W. Griffith, at New Century Theatre, New York City.

To Abe S. Guckenheimer, P. O. Box 523, Savannah, Georgia.

TWENTIETH: The payment of the sum of Fifty Thousand ($50,000) Dollars hereinbefore referred to had been made as follows: One Thousand ($1,000) Dollars heretofore paid; Fourteen thousand ($14,000) Dollars by good check on Chatham Bank & Trust Co. of Savannah, Ga.; and the balance of Thirty-five Thousand ($35,000) Dollars by check dated June 28th, 1918.

In the event of the failure of payments of the check of Fourteen Thousand Dollars upon presentation, or of the failure to pay said checks on said 28th day of June, 1918, then all rights herein granted shall forthwith, at the option of the Lessor, terminate, and all sums thereto-

fore paid shall be retained as liquidated damages and in payment for the rights of exploitation in the territory aforesaid up to the date of such termination.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

DAVID W. GRIFFITH

By EMIL E. SHAUER
Asst. Treas.

ABE S. GUCKENGEIMER

STATE OF NEW YORK )
CITY OF NEW YORK : SS:
COUNTY OF NEW YORK

On this 7th day of June, 1918, personally appeared before me ABE S. GUCKENHEIMER to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

(L.S.) L. S. Wicker

Notary Public
New York County No. 100
Commission expires March 20, 1920
Certificate filed in Register's Office
New York County No. 10111

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FAMOUS PLAYERS-LASKY CORPORATION
NO. 851
O'NEI
7/5/18
LEGAL DEPT.

THIS AGREEMENT, ~~made the~~ 7th day of June, 1918, by and between DAVID W. GRIFFITH, hereinafter referred to as the "Lessor", party of the first part, and WILLIAM H. O'NEILL of Boston, Mass., hereinafter sometimes referred to as the "Lessee", party of the second part.

W I T N E S S E T H :

WHEREAS, the Lessor has produced and copyrighted a motion picture entitled "Hearts of the World", and

WHEREAS, the Lessee desires to acquire the exclusive right of distribution and exploitation of said motion picture production, in the territory hereinafter described, and for the time and upon the terms and conditions hereinafter set forth,

NOW THEREFORE, IN CONSIDERATION of the premises, and of the mutual covenants and agreements herein contained, the parties hereto do covenant and agree as follows:

FIRST: The Lessor hereby grants to the Lessee the sole and exclusive right, subject to the performance of the terms and conditions required to be performed by said Lessee, to distribute or exploit the aforesaid motion picture production, entitled "Hearts of the World" (but only in a dignified manner commensurate with the artistic qualities of the production, and in continuity as delivered by the Lessor, and with appropriate musical accompaniment as prepared for the Lessor) in the States of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island and Connecticut, and not elsewhere, for a period of ten (10) years from the date hereof.

SECOND: The Lessee shall not distribute or exploit such motion picture production within the territory hereinbefore specified, other than:

(a) Directly with exhibitors and under written contract, a correct copy of which, in each instance, shall immediately upon execution, be furnished to the Lessor, or

(b) By direct exhibition therof in theatres hired by the Lessee (either at a flat rental, or on a rental based on a percentage of the receipts)

and under written contract, a correct copy of which, in each instance, shall immediately, upon execution, be furnished to the Lessor.

THIRD: The Lessee shall pay to the Lessor in the manner hereinafter set forth, for the territorial rights hereby granted the sum of Seventy-five Thousand ($75,000) Dollars, and a sum equal to fifty (50%) per cent of the receipts of the Lessee from the distribution and exploitation of the said production, as same are hereinafter defined, after the gross receipts aggregate One Hundred and fifty Thousand ($150,000) Dollars.

The Seventy-five Thousand ($75,000) Dollars aforementioned shall be paid as set forth in paragraph "Twentieth" hereof.

FOURTH: The Lessor agrees as long as the negative is in existence to furnish to the Lessee prints or parts of prints of said production, during the life of this contract, at the rate of eight cents per linear foot, plus any increase in cost of raw material or of taxes over present cost and footage tax.

Every print is to be returned to the Lessor at his option, ten years from the date hereof; and if lost or destroyed the Lessee shall supply affidavits covering the cause of its loss or destruction.

FIFTH: The Lessee covenants and agrees that neither the Lessee, nor his agents, servants or employees will copy or duplicate said film or any portion thereof, or permit the same to be copied or duplicated, and that neither the Lessee nor his agents, servants or employees will exhibit or cause to be exhibited any of said films in any territory other than that covered by this agreement; and that the Lessee will use every effort to enjoin and restrain the use of any copy of said production, not authorized by the Lessee to be exhibited within the territory aforesaid.

SIXTH: The Lessee agrees in the event of the loss or destruction of any film, to notify the Lessor by telegram or telephone forthwith.

SEVENTH: The Lessor will lease to the Lessee lithographs of the said production at the usual schedule of prices at which the same are leased by the Lessor from time to time to any distributor

medium of said motion pictures within the United States, and the Lessee agrees not to use or permit to be used, within the territory hereinbefore described, any lithographs not leased from the Lessor or any advertising matter not approved by it.

EIGHTH: The Lessor, in condition to the aforementioned sum of Seventy-five Thousand ($75,000) Dollars, shall be entitled to a sum equal to fifty (50%) per cent of the "receipts" of the Lessee from the distribution and exploitation of said motion picture in said territory, after the Lessee has retained for himself the first One Hundred and Fifty Thousand ($150,000) Dollars of receipts. Before determining the receipts, there shall be deducted from the gross receipts of the Lessee from the distribution and exploitation of said production an amount equal to fifteen (15%) per cent of said groos receipts, which shall be allowed to the Lessee for cost and expense of distribution and overhead. The remaining Eighty-five (85%) per cent shall be known as the "receipts" and shall be divided equally between the Lessor and the Lessee

In determining the gross receipts the following provisions shall be observed:

(a) Where contracts are made with exhibitors, gross receipts shall consist of the gross rentals paid by such exhibitors.

(b) Where the Lessee exploits said production directly in a theatre, the gross receipts shall consist of the gross or box office receipts, less sums actually paid for rental, music, theatre employees, light and advertising, and customary incidentals.

(c) Where the Lessee exhibits said production in a theatre on a percentage basis, the gross receipts shall be the actual amount received by the Lessee as his share of the box office receipts.

In no event shall any overhead charge or any charge for distribution be made except as herein specifically provided, to wit, fifteen (15%) per cent of the gross receipts, it being the intention that except as to said fifteen (15%) per cent , the Lessee shall pay all expenses of whatever nature, necessary to distribute and exploit the said production in said territory.

NINTH: Up to and including the first day of July, 1920, the production aforesaid shall be exhibited only at a scale of prices running from twenty-five cents to one dollar and fifty cents or more, and the Lessee shall suitably provide in contracts with exhibitors fof the enforcement of this scale of prices.

TENTH: The Lessee shall, on Saturday of each week, subsequent to the delivery to said Lessee of the prints of the production aforesaid, mail to the Lessor, an itemized statement of the gross receipts for each set of said prints, for the week ending at midnight on the Saturday preceding said date of mailing. Where said production is being exploited in the manner described in subdivision (b) or (c) of paragraph Eighth hereof, the Lessee shall furnish to the Lessor daily and weekly copies of box office statements.

The Lessee shall at all times afford access to the Lessor or his representatives, at all reasonable hours, to all of the accounts, books, records and vouchers of the Lessee, relating to the distribution and exploitation fo of the prints of said motion picture.

ELEVENTH: The Lessee shall use only such advertising matter as shall be furnished or approved by the Lessor, and the Lessed shall lease or purchase from the Lessor such heralds and advertising matter, at the usual schedule of prices at which the same are supplied by the Lessor from time to time to any distributing medium of said motion picture within the United States.

All lithographs, heralds and other advertising matter and accessories sold or leased by the Lessor to the Lessee shall be resold or sub-let by the latter at an advance not exceeding 33-1/3 per cent pn the price at which the same are sold or sub-let to the Lessee.

TWELFTH: It is understood and agreed that the positive prints which shall be delivered to the Lessee hereunder, shall be used by said Lessee only in accordance with the express provisions hereof, and shll not be shipped or used outside of the territory hereinbefore specified, and the title thereto shall be and at all times remain in the Lessor; and said production shall not be exploited by the Lessee as part of a "Program" as the same is understood in the Motion picture industry.

THIRTEENTH: The Lessee shall not act or hold himself out as the agent of the Lessor, and nothing herein contained shall be construed to constitute a partnership between the parties hereto.

FOURTEENTH: This agreement shall not be assigned by the Lessee without the prior written consent of the Lessor.

FIFTEENTH: In the event of the failure of the Lessee to pay to the Lessor any money agreed to be paid to the Lessor by any provision of this agreement, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving ten days' notice by registered mail to said Lessee, and thereupon, upon the expiration of the time specified in such notice, unless such money is meanwhile paid such rights shall immediately cease and determine; it being distinctly agreed that the waiver of any default in payment in any instance shall not operate as a waiver in any other instance.

SIXTEENTH: In the event of the breach by the Lessee of any of the other conditions in this agreement contained, or in the event of the filing of a petition in bankruptcy by or against the Lessee, the Lessor may call the attention of the Lessee to such breach by registered mail, and if such breach does not cease or is not remedied within ten days after the mailing of such notice, the Lessor shall have the option of terminating the rights herein granted to the Lessee by giving five days' notice by registered mail to the Lessee, and thereupon, upon the expiration of the time specified in such notice, such rights shall immediately cease and terminate; it being distinctly agreed that the waiver of any breach in any instance shall not operate as a waiver in any other instance.

SEVENTEENTH: In the event of the termination of the rights of the Lessee as set forth in paragraphs "Fifteenth" and "Sixteenth" hereof, such rights shall immediately revert to the Lessor, and the Lessee shall forthwith return to the Lessor all positive prints and all unused advertising matter relating thereto, which shall have been delivered to the Lessee hereunder; it being understood and agreed that the termination of the rights herein granted in the manner hereinabove provided, shall not constitute a waiver of any right, claim or remedy of the Lessor, by reason of such breach.

EIGHTEENTH: The Lessor shall not distribute or exhibit said picture in said territory during the term of this agreement.

NINETEENTH: All notice hereunder may be addressed by either of the parties hereto to the other, as follows:

To David W. Griffith, at New Century Theatre,
New York City.

To Wm H. O'Neill, Boston, Mass.

TWENTIETH: The payment of the sum of Seventy-five Thousand ($75,000) Dollars hereinbefore referred to has been made as follows:

One Thousand ($1000) Dollars heretofore paid, Thirty-two Thousand ($32,000) Dollars by check or checks pepresented to be good, and delivered at the time of closing this agreement; One Thousand ($1000) Dollars in a three (3) months' note of Goldstein Bros. Amusement Company of Springfield, Mass; One Thousand ($1000)Dollars in a three (3) months' note of Alfred S. Black of Rockland, Me., and the balance of Forty Thousand ($40,000) Dollars by a promissory note of William H. O'Neill, dated this day, and payable three (3) months after date.

In respect to the first two notes above referred to, it is understood and agreed that the corporation which the Lessee anticipates organizing, and to which this agreement may be assigned, as is provided for in paragraph "Twenty second" hereof, may substitute its notes, which the Lessor hereby agrees to accept, provided the said Goldstein Bros. and the said Alfred S. Black each endorse the same to the extent of One Thousand ($1000) Dollars repectively, and provided the said corporation notes are offered within thirty (30) days from the date thereof. In respect to the said note of Forty Thousand ($40,000) Dollars, it is understood and agreed that the Lessor will accept at any time within thirty (30) days from the date hereof, a note of the said last described corporation in place of said Forty Thousand ($40,000) Dollars note given by the said Lessee, which said note shall, however, be made to mature not later than September 7, 1918

If any part of the checks and notes aggregating Thirty-five Thousand ($35,000) Dollars are not paid when due and presented, all rights granted herein shall forthwith at the option of the Lessor, terminate, and all sums theretofore paid shall be retained as liquidated damages, and in payment for the rights of exploitation in the territory aforesaid up to the date of such termination.

Seventy-five (75%) per cent of the receipts from the exploitation ofthe aforesaid picture "Hearts of the World" in said territory, are hereby assigned to the Lessor as collateral security for the payment of the aforesaid note of Forty Thousand ($40,000) Dollars, and such seventy-five (75%) per cent of said peceipts shall be forthwith delivered from day to day to the Lessor as fast as received. In the event of the failure to pay over said receipts as fast as received, then all rights herein granted shall forthwith at the option of the Lessor terminate and all sums theretofore paid shall be retained as liquidated damages and in payment for the rights of exploitation in the territory aforesaid up to the date of said termination.

If all payments are turned over on account of said note in accordance with this agreement, then if upon the due date any portion of said note remains unpaid, the lessor will accept a three months' renewal for such unpaid portion, upon the same terms and conditions as to ~~xxxxxx~~ assignment of receipts as collateral, and as to termination in the event of default as is provided with respect to the noted dated this day.

The Lessee shall not be entitled to any further renewal for three months to be dated September 7, 1918, must be paid at maturity even though the sums received on account thereof as collateral are ~~xxxxxx~~ insufficient to fully take care of same.

In the event of the failure of the Lessee to pay any sum due on such renewal note at the date of maturity thereof, then all rights herein granted shall forwith at the option of the Lessor terminate, and all sums theretofore paid shall be retained by the Lessor as liquidated damages and in payment for the rights of exploitation in the territory aforesaid up to the date of such termination.

TWENTYFIRST: The Lessee assumes an engagement of the aforesaid production at the Majestic Theatre, Boston, Mass., fromand after June10, 1918.

TWENTYSECOND: The Lessee may assign this agreement to a solvent corporation to be organized for the purpose of expoliting the aforesaid production in the New England States pursuant to this contract, upon such corporation entering into a valid covenant approved by Counsel to theLessor, accepting all the terms and provisions of this agreement, and assuming the performance of all covenants and conditions thereof by the Lessee to be performed or observed.

IN WITNESS WHEREOF, The parties hereto have caused these presents to be duly executed the day and year first above written.

DAVID W. GRIFFITH

By Arthur S. Friend.
.....
His atty. in fact

WM. H. O'NEILL
.....

STATE OF NEW YORK )
CITY OF NEW YORK : SS :
COUNTY OF NEW YORK )

On this 7th day of June, 1918, personally appeared before me WM. H. O'NEILL, to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same/

David W. Griffith, 4500 Sunset Blvd., Los Angeles, Cal. Title of motion-picture photoplay:
Hearts of the World.

Photoplay by M. Gaston de Tolinac, of France. In 13 Reels. Reels 1-13.

Date of publication Mar. 12, 1918. 2 Copies each received June 7, 1918.
Description received Mar. 25, 1918. Entry: Class L, XXc., No. 12521

[SEAL]

Thorvald Solberg
Register of Copyrights.

L[1]

COPYRIGHT OFFICE OF THE UNITED STATES OF AMERICA

Library of Congress—Washington

CERTIFICATE OF COPYRIGHT REGISTRATION

This is to certify, in conformity with section 55 of the Act to Amend and Consolidate the Acts respecting Copyright approved March 4, 1909, as amended by the Copyright Acts of August 24, 1912, and March 2, 1913, that TWO complete copies of the MOTION-PICTURE PHOTOPLAY *reproduced in copies for sale*, named herein, have been deposited in this Office under the provisions of the said Acts, and that registration of a claim to copyright for the first term of 28 years from the date of publication of said motion-picture photoplay has been duly made in the name of

[OVER]

L[1]

# Copyright Office of the United States of America

Library of Congress
Washington, D. C.

## CERTIFICATE OF COPYRIGHT REGISTRATION

**This is to Certify,** In conformity with section 55 of the Act to Amend and Consolidate the Acts respecting Copyright approved March 4, 1909, as amended by the Copyright Acts of August 24, 1912, and March 2, 1913, that two complete copies of the MOTION-PICTURE PHOTOPLAY reproduced in copies for sale named herein have been deposited in this Office under the provisions of the said Acts, and that registration of a claim to copyright for the first term of twenty-eight years from the date of publication of said motion-picture photoplay has been duly made in the name of David W. Griffith, claimant of copyright, whose address is 4500 Sunset Blvd., Los Angeles, Cal.; the title of the motion-picture photoplay registered is Hearts of the World. Photoplay in 13 parts, by M. Gaston de Tolinac. (Reels.); the author is a citizen of France; the date of publication is March 12, 1918; two copies each were received June 7, 1918; the description was received March 25, 1918, and registration has been made as Class L, XXc., No. 12521.

[SEAL]

Thorvald Solberg,
*Register of Copyrights.*

June 7th 1918.

James Gay Gordon, Esq.,
North American Building,
Philadelphia, Pa.

Dear Judge Gordon:

In reply to your favor of the 5th inst., beg to advise that I enclose herewith check to your order, signed by Mr. Manning for $750. in payment of your account for services rendered to Mr. Griffith in re "Hearts of the World".

As I had forwarded your bill to Mr. Manning at Philadelphia for direct payment I was under the impression that the same was paid some time ago, but it seems that he had sent the same back to the office of the Famous Players-Lasky Corporation, expecting them to forward it and thus the same became lost in the shuffle, so to speak.

I regret the delay in this matter as I had hoped that prompt payment had been made.

Thanking you again for your courtesies, I remain, with best regards,

Sincerely yours,

AHB/D
Enc.

#100 c

EXHIBIT B.

**THIS AGREEMENT** made and entered into this 8th day of June, 1918, by and between **DAVID W. GRIFFITH** of New York City, hereinafter referred to as the "First Party", and **FAMOUS PLAYERS-LASKY CORPORATION**, a New York Corporation, hereinafter referred to as the "Second Party",

W I T N E S S E T H :

**WHEREAS**, the First Party is about to produce in his studio at Los Angeles, and to supervise a series of motion picture plays in which Dorothy Gish shall portray the leading character, the titles to which said productions are to pass on completion to the Second Party, who shall have the exclusive right to copyright the same in its own name, and to distribute the positive prints thereof in all parts of the world, and which said motion pictures the First Party agrees to produce for a certain maximum sum hereinafter set forth, plus a royalty upon the receipts from the distribution of the prints of the aforesaid productions, calculated as hereinafter set forth, and

WHEREAS, the Second Party is engaged in the business of making and distributing high-class motion pictures in all parts of the world, and is desirous of purchasing a series of motion picture productions, made for it under the supervision of the First Party, in which said Dorothy Gish shall enact the leading role, during the period and in the manner and upon the terms hereinafter more particularly set forth,

NOW THEREFORE, in consideration of the premises and the sum of One (1.00) Dollar, lawful money of the

United States, by each of the parties hereto to the other in hand paid, receipt of which is hereby acknowledged, and of the mutual promises herein contained, the parties hereto do hereby agree as follows:

FIRST: The First Party agrees to make negatives of seven (7) photoplay productions, in which Dorothy Gish shall enact the leading character or role, during each year, for two (2) years beginning on or about the 1st day of July, 1918, the production of which motion picture plays shall be supervised by the First Party. Such photoplays shall be of at least the same average standard as to direction and photography as those supervised by the First Party during the past four (4) years, and each play shall unfold a story of an interesting and entertaining character free from reasonable censorship objections. Each production shall be between four thousand five hundred (4,500) and five thousand (5,000) linear feet in length. Two negatives of each of said seven (7) productions, together with a working print, and at least a dozen different stills of each reel, shall be delivered to the Second Party within twelve (12) months from the 15th day of August in each year, beginning with the year 1918, at the rate of one (1) production every seven and three-sevenths (7-3/7) weeks. Deliveries shall be made f.o.b. to the studio of the Second Party at Hollywood, California. Title to each production, and all negatives, working prints and stills shall pass to the Second Party on completion or delivery thereof, whichever event first occurs.

SECOND, The Second Party shall provide through ownership or contract relation throughout the term hereof in the United States, and wherever it can be profitably done, in the opinion of the Second Party, in the remainder of the world, Exchanges of sufficient number and properly equipped to conduct the business of distributing said productions; and the Second Party agrees to give to this undertaking the best efforts of its officers, agents and employees to the end that the gross returns shall be as large as possible, consistent with good business, and the usages and customs of distributors of motion pictures.

THIRD: The First Party covenants and agrees that the negative cost to be advanced by Second Party of each of said motion picture productions, including the duplicate negative, stills and one working print, shall average not more than Twenty-two Thousand Five Hundred (22,500) Dollars for the first year and Twenty-six Thousand Five Hundred (26,500) Dollars for the second year.

FOURTH: The Second Party agrees to pay to the First Party for the guaranty of the first party to furnish the aforesaid productions including two negatives, stills and working print at the cost aforementioned, a royalty or compensation determined as follows:

The cost of producing duplicate negatives, stills and a working print of each production, aggregating the agreed or guaranteed sum of Twenty-two Thousand Five Hundred (22,500) Dollars for the first year and Twenty-six Thousand Five Hundred (26,500) Dollars for the second year, plus the actual cost of as many positive prints as shall be required, including footage foreign and domestic thereon, shall be

known and referred to as the Cost of Production.

The First Party shall have the privilege of furnishing said positive prints, including footage foreign and domestic thereon, provided he furnishes them at a price not to exceed the amount which the Second Party is willing to furnish them for. In case the First Party furnishes said positive prints, including footage foreign and domestic thereon, he shall be paid for them at the time of their delivery to the Second Party.

The Second Party shall be entitled to an allowance for Cost of Distribution of the following sums, to be deducted from Gross Receipts: (a) 35% of the gross amounts paid by exhibitors within the United States as rent for each print of such production; (b) 45% of the gross amounts paid by exhibitors in all parts of the world other than the United States of America as rent for each print; (c) In cases where territorial rights in foreign countries for exhibition of prints of any production are granted, after the manner usually referred to as "State Rights", 45% of the gross amounts received for such rights; (d) After the gross receipts of any picture shall amount to Seventy-five Thousand (75,000) Dollars, the Second Party shall be entitled to deduct 50% of the further gross receipts from such picture throughout the world as its distribution allowance.

The sum remaining after deducting the allowance for Distribution shall be known as the First Party's or producer's share of the gross receipts. The First Party's or producer's share of the gross receipts shall be paid

over to him by the Second Party as herein provided for. Although this contract is made for a period of two (2) years only, it is acknowledged that in all likelihood the receipts from the pictures manufactured hereunder will continue for a longer period than the life of this contract; and it is understood and agreed that after the actual term of this contract has expired, being said two (2) years, the said gross receipts, or gross returns, shall be divided between the parties hereto as provided for herein, in the same way and manner and time as if this contract were still in force; and provided further that, should the said Second Party discontinue business or assign its interest in this contract, then and in that event, on the expiration of twelve (12) years from the date hereof, all of the title which the said party of the Second Part shall have acquired hereunder to the said negatives and working prints then in existence, shall be assigned to the said Party of the First Part.

The First Party shall be entitled as royalty and compensation herein, to a sum equal to his share of the gross receipts after deducting from his share the Cost of Production, as hereinbefore described, plus his percentage of the foreign duties, ocean freight and insurance, if any.

The Second Party agrees that it will forthwith enter into contracts with Exhibitors for the exhibition of said productions within the United States, and as soon as business conditions permit, in other parts of the world.

FIFTH: The Second Party agrees to advance to the First Party weekly sums of money expended by the First Party for actual cost of production of the negatives, stills

and working print of the photoplay productions referred to above, aggregating the sum of Twenty-two Thousand Five Hundred (22,500) Dollars for each production for the first year and Twenty-six Thousand Five Hundred (26,500) Dollars for the second year. The Second Party shall advance to the First Party on account of said expenses for the first year Thirty-five Hundred (3500) Dollars per week, for six (6) weeks and Fifteen Hundred (1500) Dollars for the seventh week (for each photoplay), the first of said advances to be made July 1, 1918, and to continue weekly thereafter during the first year of this agreement, and/or until the full sum of Twenty-two Thousand Five Hundred (22,500) Dollars shall have been advanced upon each of the seven (7) productions contemplated to be made during the first year under this agreement in the instalments as above enumerated; but not more than one (1) production shall be under way at any one time. And during the second year of this agreement the party of the second part will, in like manner, advance the sum of Thirty-seven Hundred Eighty-five Dollars and Seventy-one Cents (3785.71) per week for seven (7) weeks for each photoplay, the first of said advances of Thirty-seven Hundred Eighty-five Dollars and Seventy-one Cents (3785.71) shall not, however, be made earlier than the 1st day of July, 1919, and after commencement, shall continue weekly thereafter during the second year of this agreement, and/or until the full sum of Twenty-six Thousand Five Hundred (26,500) Dollars shall have been advanced upon each of the seven (7) productions contemplated to be made during the second year under this agreement,

in instalments as above enumerated, but not more than one (1) production shall be under way at any one time.

SIXTH: The First Party covenants and agrees that he will substantially and in good faith expend the entire amount of said advances in the making of said productions, it being the intention of both parties hereto, that during those weeks in which the First Party's expenses do not equal the advances made, there will be a surplus accumulated which will allow the First Party to take care of his excess expenses during those weeks when the necessary outlay exceeds said advances.

It is understood and agreed that a set of negatives, stills and working print of the first production shall be delivered on the 21st day of August, 1918, and subsequent sets of succeeding pictures shall follow every seven and three-sevenths (7-3/7) weeks thereafter.

SEVENTH: The Second Party agrees to furnish to the First Party a weekly statement in duplicate, which shall show the gross bookings of each Exchange of the Second Party, during such week, from each of the aforesaid productions. Such weekly statements shall be mailed to the First Party promptly, and in no event shall the statement for any week be delayed beyond the period of four (4) weeks, with respect to the United States, and as soon as practicable with respect to foreign countries. At the time of delivery of each weekly statement, the Second Party shall pay the amount shown thereon to be due to the First Party on all pictures. All statements shall be full, true and correct.

The parties hereto may, each, through Chartered Accountants, inspect the books of the other so far as they relate to the accounts of the productions herein referred to, at reasonable times.

EIGHTH: It is understood and agreed that the First Party is not the representative of the Second Party in any manner whatever, but on the contrary is an independent contractor producing photoplays as hereinbefore described at an agreed cost of Twenty-two Thousand Five Hundred (22,500) Dollars and Twenty-six Thousand Five Hundred (26,500) Dollars each, plus a royalty measured by a percentage of the receipts, calculated as hereinbefore described and that he will not hold out either by advertising or otherwise to the contrary, and that the Second Party shall not be liable for, or bound by any representation, act, or omission whatever of the First Party.

NINTH: The parties hereto stipulate that the Second Party shall have the right to determine at what prices the productions aforesaid shall be leased to exhibitors in the United States and in foreign countries, and at what price rights shall be sold for foreign territory.

TENTH: It is understood and agreed that the name of DAVID W. GRIFFITH shall not be used in connection with any of the advertisements made by the Second Party of any of the pictures or photoplays provided for herein, nor shall his name appear upon any film or upon any picture itself, nor shall his name appear or be used in any poster, program, or other printed matter connected with said pictures or photoplays or any of them which are controlled by the second party. Nor shall we allow, as far as lies in our power, any exhibitor or other handler of these pictures to use the name of said Griffith in connection with these pictures.

ELEVENTH: It is further understood and agreed that if the said Dorothy Gish should die or become incapacitated for any reason, the first party shall not then be bound hereby nor suffer any damage by reason of any failure on his part to

perform this contract. The Second Party hereby waives any and all claims for damages or damage which it may have against First Party for any breach of this contract if said breach is caused by the death or incapacity of said Dorothy Gish.

TWELFTH: All contracts with exhibitors made by Second Party in its business of distributing the pictures provided for herein, shall be made separate and apart from the so-called program method of marketing pictures and separate and apart from leases or sales of other motion picture films; and shall be made, and the business itself shall be handled so that the leasing or sale of the pictures provided for herein shall in no way be used to influence the sale or lease of other motion picture films; and no patron shall be refused or denied the right to obtain film of these pictures made hereunder provided he pays the prices fixed therefor, provided, however, this last condition shall not prohibit exclusive contracts if they are made separate and apart and do not cover or provide for other film.

THIRTEENTH: This agreement is declared to be personal in respect to each of the parties, and it is agreed that neither shall assign the same without the written consent of the other, except that the aforesaid DAVID W. GRIFFITH may assign this contract to a financially solvent and responsible corporation organized and controlled by him solely for the purpose of manufacturing motion pictures pursuant to this agreement, which corporation shall be free from debt at the time of the assignment, and shall undertake no business whatsoever other than the making of the productions deliverable hereunder, and provided the said DAVVID W. GRIFFITH shall enter into a written agreement approved as to form by the distributor with the said corporation, assigning to it

his contract for the services of Dorothy Gish, and upon the assignment of this agreement to said corporation by said D. W. GRIFFITH by and with the consent of the distributor, and the assignment of the contract with Dorothy Gish, the siad DAVID W. GRIFFITH shall be released from personal obligations of any kind or character relative to this agreement, except his obligations to control and manage said corporation,

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals, the day and year first above written,

D. W. GRIFFITH (seal)

FAMOUS PLAYERS-LASKY CORPORATION

By JESSE L. LASKY ./.O

War P.

June 8th 1918.

Mr. Claude Saunders,
c/ Olympic Theatre,
Chicago, Ill.

Dear Mr. Saunders:

I have had an interview with Mr. Adolph Marks of Chicago on his recent visit here, relative to bringing a mandamus action against the Censor Board to have the cuts reinstated which were taken from the picture at Chicago. I would therefore appreciate it if you would see Mr. Marks either Monday or Tuesday relative to this matter with a view of determining whether it is possible or not to bring such an action. If any matter should come up in which you need legal advice in connection with the picture you can take the same up with him before authorizing him to take any proceedings relative to the reinstatement of such cuts. Kindly advise me as to what you think of the possibility thereof and whether or not the same would be of any value from a publicity point of view.

Of course keep the publicity angle strictly confidential and I would advise not to play up the pro-Germanism as I believe this matter is apt to be offensive to the best interest of the Government.

Trusting that things are working out nicely and that you and the family are in good health, I remain

Very truly yours,

P.S. Mr. Mark's address is Room 38, 106 North La Salle Street, Chicago, Ill. Telephone Main 3860.

A.H.T.B.

AHTB/D

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

PHONE HOME 59164
HOLLYWOOD 3381

Los Angeles, Cal., June 8 1918

M N W Griffith Co
4500 Sunset Blvd

To **P. A. McCOOL** Dr.

**Plumber**

**1654 N. Vermont Avenue**
**Corner Prospect**

| | Voucher # | |
|---|---|---|
| As per attached Bills | | 355 |
| " " " " | | 620 |
| " " " " | | ~~430~~ |
| " " " " | | 250 |
| " " " " | 527 | 780 |
| " " " " | | 300 |
| | | 2305 |
| By Credit | | 1380 |
| Bal due | | ~~$925~~ |
| | | 925 |

Paid by 28
ck # 11
6/27/18

OLYMPIC THEATRE
RANDOLPH & CLARK STS.
OLYMPIC AMUSEMENT CO.
GEORGE CASTLE PRESIDENT
CHAS. E. KOHL SEC'Y & TREAS.
LESSEES AND MANAGERS

PRESENTING
HIGH CLASS COMBINATIONS

CHICAGO June 10th.,1918.

Mr.Albert H.T.Banzhaf,
2 Rector Street,
New York N.Y.

Dear Mr.Banzhaf:

I have yours of 8th.,inst.,and would say: that I do not think it advisable to open up the matter of the cut outs or ask that they be reinstated,at this time,there were only two or three scenes cut out and they could in no way add to the commercial value of the film,in fact I believe they would be a detriment if they were put back in,inasmuch as the scene for instance of the bayoneting of a French Soldier and the spurting out of a yard of blood :The scene where The German "Count" motions the girl to lie beside him on the floor and the title"The Dungeons Of Lust" were not vital assets of the picture,these were the only scenes that I recall that were eliminated and I have spread broadcastever since we opened that nothing of any consequence whatever was eliminated from the film by the board of censors,this was to offset as much as possible the damage done by Gest,in his newspaper adds bemoaning the injustice of the censor board in cutting out all the propaganda in the picture and giving to the public the impression that our film had been ruined by the cutting and firmly planting in the minds of theatre goers,that every thing they might want to see had been eliminated,this has been

OLYMPIC THEATRE
RANDOLPH & CLARK STS
OLYMPIC AMUSEMENT CO.
GEORGE CASTLE
PRESIDENT
CHAS. E. KOHL
SEC'Y & TREAS.
LESSEES AND MANAGERS

PRESENTING
HIGH CLASS COMBINATIONS

CHICAGO

a fatal mistake and I most earnestly suggest that all reference to the cutting of Hearts Of The World, be finally dropped as far as the public is concerned, for in my opinion further publicity in that direction would only be a detriment to us.

We are doing absolutely the best business in Chicago, the picture is on everybodys tongue and we are leaving no stone unturned to keep it continually before the public, there has been an awful slump in show business all over town ever since the beginning of the last Liberty Loan drive and considering the business done by other attractions here I feel that we have more than held our own, we are moving to The Colonial Theatre on June 24th., and I expect to do much better there, as it will give me an opportunity to put in more cheaper seats which are greatly in demand.

Please accept my views herein as only my personal observation s and not meant to combat the judgement or suggestions of any body else, but I earnestly belive that nothing could be gained by asking that the cut outs be restored to the picture.

With my best wishes and regards,

I am sincerely Yours,

Paul Sawyer

Nar P

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

T173GS AXJ 69 N L

HOLLYWOOD CAL JUNE 11 1918

A H BANZHAF

8800

2 RECTOR ST NEWYORK

MR GARBUTT HAS HAD PRICE WATERHOUSE AUDITORS CHECKING OUR RECORDS COST OF HEARTS OF WORLD OF COURSE WE HAVE RECORDS OF PACIFIC COAST COST ONLY GARBUTT WANTS TO INCLUDE EUREKA AND NEWYORK COST TO DO THIS WOULD BE NECESSARY HAVE ALL VOUCHERS HERE PLEASE ADVISE IF AGREEABLE TO YOU TO SEND THESE ON OR WOULD IT BE BETTER HAVE EASTERN COSTS AUDITED SEPARATELY AND LATER INCLUDED WITH COST HERE

E C BIDWELL

245A JUN 12

JAMES GAY GORDON
ALBERT H. HARRIS
HENRY J. REBMAN
JAS GAY GORDON, JR.
ALLEN S. MORGAN
CHARLES C. GORDON

LAW OFFICES OF
JAMES GAY GORDON
710-723 NORTH AMERICAN BUILDING
BROAD AND SANSOM STREETS
PHILADELPHIA

June 11th, 1918.

Dear Mr. Banzhaf:-

I thank you for your letter of June 7th, and for Mr. Manning's check for Seven hundred and Fifty Dollars in payment of my fees in the film matter. I am sorry to have given you any trouble in the matter, and the explanation of the delay is entirely satisfactory.

With cordial good wishes, believe me,

Sincerely yours,

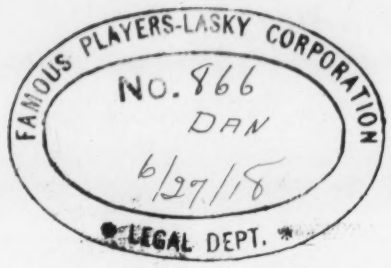
James Gay Gordon

To:

Albert H. T. Banzhaf, Esq.,
#2 Rector Street,
New York City,
New York.

HMP/ADG
5/24/18

Entered




Dunnof

94

AGREEMENT made and entered into this 11th day of June 1918, by and between FAMOUS PLAYERS-LASKY CORPORATION, a New York corporation, hereinafter referred to as the "Producer", and DANSK-SVENSK FILM CORPORATION, of Copenhagen, Denmark, hereinafter referred to as the "Distributor",

W I T N E S S E T H :

WHEREAS, the Producer solely controls the distribution rights of a certain motion picture production directed and supervised by D. W. Griffith, known as "HEARTS OF THE WORLD", in the territory hereinafter referred to; and

WHEREAS, the Distributor is desirous of obtaining the sole and exclusive right to exhibit and distribute for exhibition, positive prints of said production throughout the territory of Norway, Sweden and Denmark, hereinafter referred to as the "Territory", upon the terms hereinafter more particularly set forth,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein contained, the parties hereto do hereby agree as follows:

FIRST: The Producer shall deliver to the Distributor, and the latter shall take forthwith, on terms hereinafter specified, at least four (4) positive prints of a certain special war feature production directed and supervised by D. W. Griffith and known as "HEARTS OF THE WORLD".

SECOND: The Producer hereby licenses the Distributor to exhibit and distribute, in the aforesaid Territory, said special motion picture production for a period of three (3) years from the date of the delivery of the first print of such production. The legal title to all prints delivered hereunder shall remain in the Producer at all times.

THIRD: The Producer shall deliver and the Distributor shall

accept delivery of all prints at the office of its agent, the Famous Players-Lasky Corporation, in Copenhagen, Denmark, the Distributor agreeing to pay in addition to other payments herein provided for, a sum equal to the expressage, duty and other shipping charges.

FOURTH: The Distributor shall pay to the Producer, at its office, No. 485 Fifth Avenue, New York City, a sum equal to five cents (5¢) per linear foot for each print delivered to the Distributor to cover the cost of such print and in addition thereto the sum of twenty thousand dollars ($20,000) as royalty for the right to exhibit said production. The Producer hereby acknowledges payment of the sum of five thousand dollars ($5,000) as an advance against said royalty. The remaining fifteen thousand dollars ($15,000) shall be paid on the delivery of the prints to the Distributor.

FIFTH: At any time within three (3) years from the date of the delivery of the first print of this production, the Producer shall furnish to the Distributor additional prints, upon payment by the Distributor to the Producer of the sum of eight cents (8¢) per linear foot for each linear foot of any such additional prints, and a sum equal to all additional charges for transportation, insurance and customs duties; said amounts to be paid upon delivery of such additional print or prints to the Distributor or its agent. Such additional prints shall be furnished only if the Producer is reasonably able to do so and the negative is still in existence. The furnishing of such prints shall in no way affect the sum paid as royalty for the right to exhibit said production.

SIXTH: It is understood and agreed that the payment for all prints herein provided for shall be increased by any amount which the Producer or its manufacturing subsidiaries may be obliged to pay as a tax for the printing or making of motion picture films delivered under this agreement, in excess of the tax now paid by it or its sub-

sidiaries to the Government of the United States of America, said amount to be paid upon the delivery of the film to which the said tax applies, in addition to other sums then due.

SEVENTH: Every print delivered to the Distributor under this agreement is to be returned to the Producer at its option, at the Producer's office in New York City upon the expiration of the license herein contained, provided it has not been lost, stolen or accidentally destroyed, in which case the Distributor is hereby required to supply affidavits satisfactory to the Producer covering the cause of its destruction or loss.

EIGHTH: It is understood and agreed that the titles and sub-titles of the prints furnished to the Distributor shall be in the English language, and shall be flash titles only.

NINTH: The Producer shall supply to the Distributor first-class lithographs printed in the English language, relating to the production herein referred to, at seven cents (7¢) per sheet, and other advertising accessories at the usual rates charged for such advertising matter, in such quantities as may be required by the Distributor, provided the Producer has the same in stock, delivery to be made f. o. b. at the office of the Producer's agent in Copenhagen, Denmark, and payment therefor to be made on delivery. The Producer, however, reserves the right to raise the prices for such lithographs and other advertising material, in the event that the price of the manufacture of such advertising material is substantially increased. The Distributor shall use only such advertising matter as is furnished or approved by the Producer.

TENTH: The Distributor agrees and guarantees that it will not permit any of the prints furnished by the Producer to be copied or duplicated or shown outside of the Territory, and shall immediately notify the Producer of any infringement of copyright of the production

delivered pursuant to this agreement or of any other productions of the Producer.

ELEVENTH: The Producer agrees that it will not exhibit said production delivered to the Distributor hereunder, in said Territory, nor will it cause the same to be exhibited therein, and the Producer will not lease, license, hire, supply, or sell prints of said production to any person, firm, corporation, or association for use in said Territory, during the term of the license herein granted, nor let, lease, license, hire, market, dispose of, exhibit, or permit others than the Distributor or those deriving their right to exhibit from said Distributor, (so far as the Producer may control such exhibition by others) to exhibit said production.

TWELFTH: The Producer hereby gives and grants to the Distributor the right to enjoin any showing of said production accepted by the Distributor under this contract by any party not authorized so to ~~to~~ exhibit it in the said Territory, and to sue for damages therefor; but any such action shall be taken at the expense of the Distributor, and the Producer shall in no way be liable for the acts of the Distributor in relation thereto.

THIRTEENTH: In the event that the Distributor makes default

(a) in paying to the Producer any of the sums herein agreed to be paid;

(b) in exhibiting prints of the Producer outside of the Territory;

(c) in assigning its interest in this agreement, except as herein provided for, by either voluntary or involuntary act, or should the Distributor file a petition in bankruptcy, or be adjudged a bankrupt.

Then on the happening of any one or more of these defaults, the Producer may, at its option, terminate this agreement by giving ten (10) days' notice to the Distributor declaring its intention so to

do, and may then seize and take wherever found, any or all prints theretofore furnished by the Producer to the Distributor, and the Producer may also enjoin in any court or courts having jurisdiction, the use of all prints furnished by the Producer to the Distributor hereunder. The Distributor, in such event, shall forfeit all sums deposited with the Producer as guarantees and/or advance payments, as liquidated damages.

FOURTEENTH: The rights and remedies hereinbefore last given to the Producer are in addition to and not in lieu of or in limitation or in derogation of the rights and remedies in this agreement otherwise granted or by law created and vested in the Producer, and any waiver by the Producer of any breach by the Distributor, whether such waiver be direct or implied, shall not be construed to be a continuing waiver or a waiver of or consent to any subsequent breach on the part of the Distributor.

FIFTEENTH: In the event that the Distributor is prevented from Distributing or exhibiting the prints of said production by a Board of Censors in Sweden, the Distributor shall have the right to a refund of 40% of the price paid for royalty on said production.

In the event of such prohibition in Norway, the Distributor shall be entitled to a refund of 30% of the royalty.

In the event of such prohibition of the exhibition of prints in Denmark, the Distributor shall be entitled to a refund of 25% of the royalty price.

In the event of a rejection in all three (3) countries, the Distributor shall give notice to the Producer's agent at Copenhagan, Denmark, within one (1) week after such rejection and shall immediately return to the Producer all prints of said production.

SIXTEENTH: In the event of the passage and enforcement of

any law prohibiting the importation into the said Territory of films manufactured in the United States, or the passage in the United States of any law prohibiting the exportation into said Territory from the United States, of motion picture films, the Producer shall be released from any obligation to make any further deliveries of film to the Distributor, but the Distributor shall be entitled to distribute all prints delivered prior to the passage of such law upon the terms and conditions relating thereto herein contained.

SEVENTEENTH: It is understood and agreed that the Distributor is not the representative of the Producer in any manner whatever, and the Distributor agrees that it will not so hold out, either by advertising or otherwise, to the public or to any person whomsoever, and that the Producer shall not be liable for or bound by any representation, act or omission whatever of the Distributor.

It is further expressly understood and agreed that this agreement in no wise constitutes a partnership between the parties hereto; this agreement is declared to be personal in respect to each of the parties, and it is agreed that the Distributor shall not be permitted to assign this agreement without the written consent of all of the other parties hereto.

EIGHTEENTH: This contract being signed and entered into in New York, it is agreed that the law to be applied to any matters arising hereunder shall be that of the State of New York and of the United States of America.

NINETEENTH: Neither party hereto shall be liable for any delays occasioned by Act of God or War.

TWENTIETH: The covenants herein contained shall bind the parties hereto, their legal representatives, assigns and successors.

IN WITNESS WHEREOF the parties hereto have duly executed these presents on the day and year first above written.

FAMOUS PLAYERS-LASKY CORPORATION

By Earl E. Shaw
Asst. Treas.

DANSK-SVENSK FILM CORPORATION

By _____

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM

ADVERTISEMENT. | ADVERTISEMENT. | ADVERTISEMENT. | ADVERTISEMENT.

# D. W. GRIFFITH, UNDER FIRE FILMING "HEARTS OF THE WORLD"

**Narrow Escapes of the Great Genius of the Screen While Preparing His Magnificent Drama of the Great War Under Auspices of the British Government.**

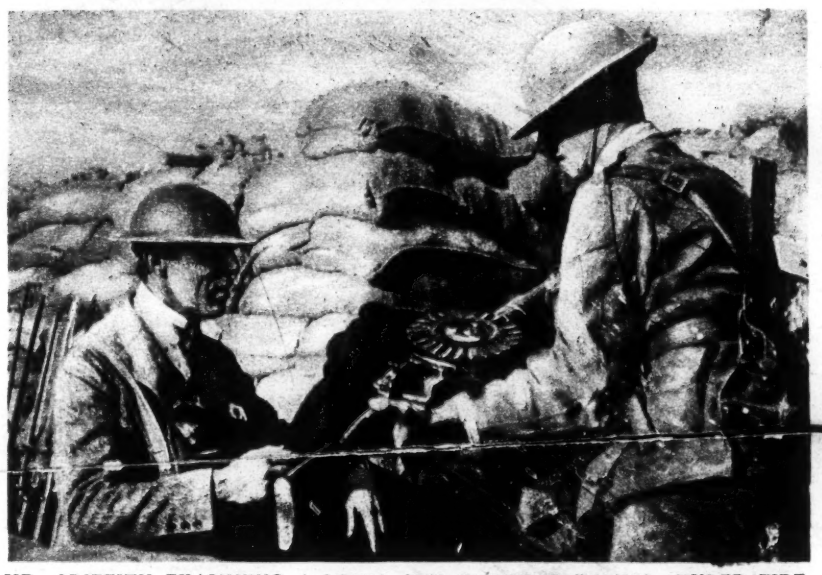
MR. GRIFFITH IN A FRONT LINE TRENCH 50 YARDS FROM THE GERMAN LINES.

LITTLE BEN ALEXANDER, THE REMARKABLE CHILD ACTOR,

WHO WAS UNDER BOMBARDMENT WHILE BEING PHOTOGRAPHED IN "HEARTS OF THE WORLD."

LILLIAN GISH AND LITTLE BEN ALEXANDER IN A SCENE FROM "HEARTS OF THE WORLD."

DOROTHY GISH, IN THE COSTUME SHE WORE IN THE TRENCHES WHILE UNDER FIRE FOR "HEARTS OF THE WORLD."



MR. GRIFFITH EXAMINING A LEWIS GUN IN THE TRENCHES—UNDER FIRE.

## D. W. GRIFFITH'S
SUPREME TRIUMPH
## HEARTS OF THE WORLD
THE SWEETEST LOVE STORY EVER TOLD

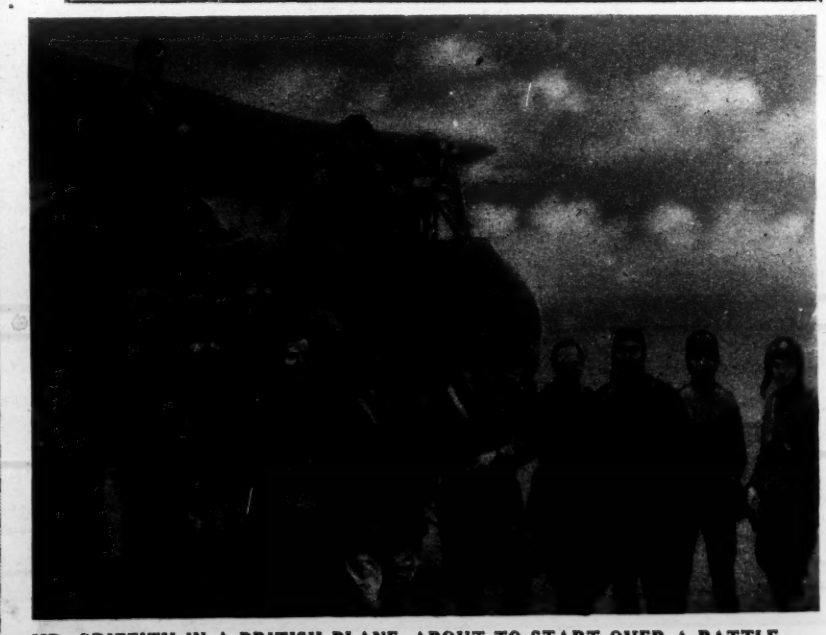
*A Romance of the Great War*

NOW PLAYING—TWICE DAILY

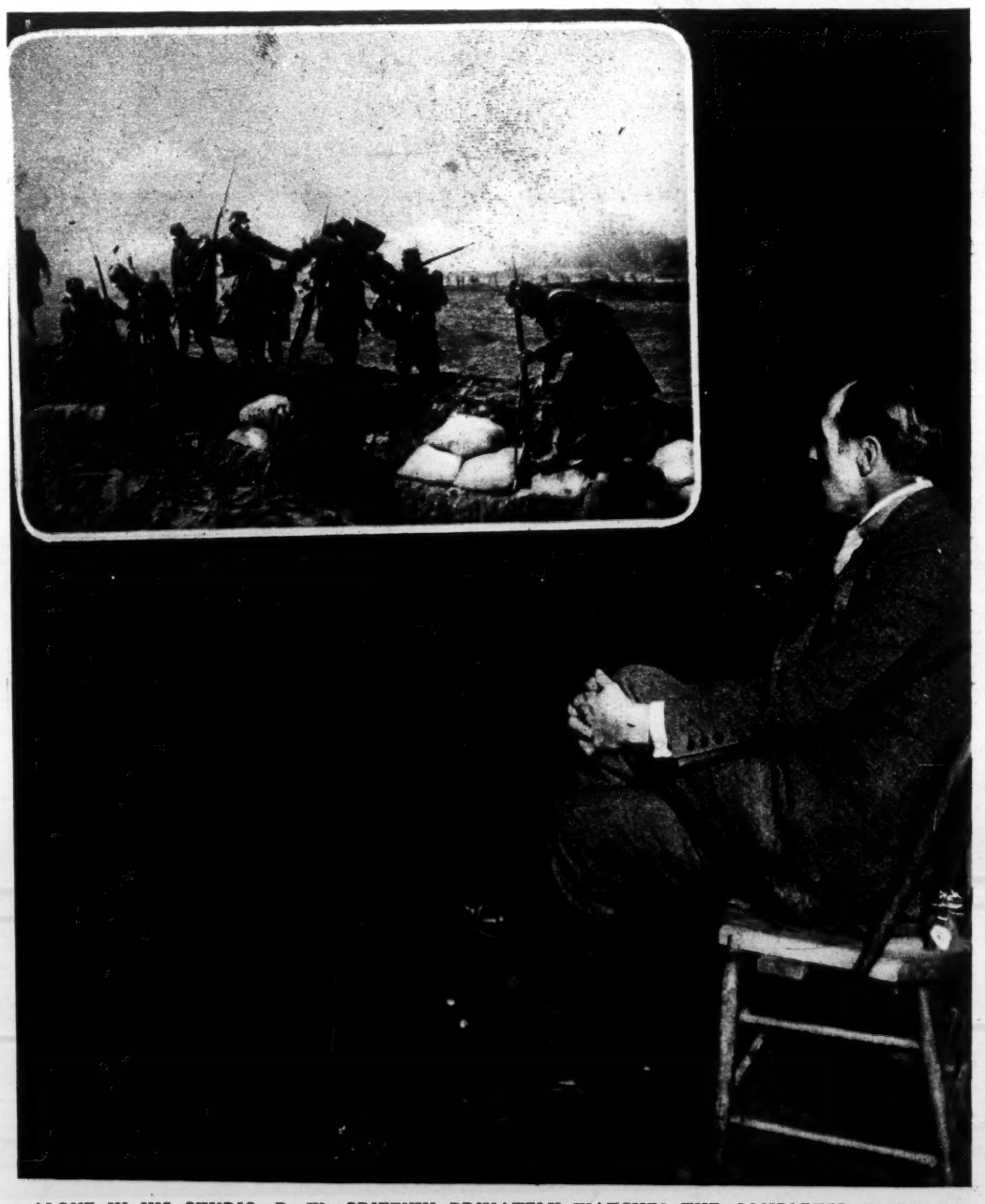
**44th ST. THEATRE**
NEW YORK CITY

Daily Matinees (including Sun.) 25c to $1.00
Eves. (including Sun.) & Sat. Mat. 25c to $1.50

BATTLE SCENES TAKEN ON THE BATTLE FIELDS OF FRANCE
(Under Auspices of the British War Office)



MR. GRIFFITH IN A BRITISH PLANE, ABOUT TO START OVER A BATTLE-FIELD TO SECURE A FIGHTING SCENE FOR "HEARTS OF THE WORLD."



ALONE IN HIS STUDIO, D. W. GRIFFITH PRIVATELY WATCHES THE COMPLETED WORK FOR WHICH HE RISKED HIS LIFE.

# D. W. GRIFFITH'S SUPREME TRIUMPH, "HEARTS OF THE WORLD"

MID-WEEK PICTORIAL, published every week by The New York Times Company, Times Square, New York. Subscription rate, $5.00 a year. Copyright, 1918, by The New York Times Company. Entered as second-class matter, February 15, 1915, at the Post Office at New York, N. Y., under the act of March 3, 1879, and with the Post Office Department of Canada as second-class matter.

copy

June 13th, 1918

World Film Corporation,
130 West 46th Street,
New York City

Gentlemen:-

My attention has been called to a picture entitled "Heart of a World", a still of which is reproduced on page 1734 of the Moving Picture World, issued June 22nd, 1918.

On behalf of David W. Griffith, who has copyrighted the photo play production "Hearts of the World", which is now running and has been for a long time past at the 44th Street Theatre in this City, I write to notify you that legal action will be instituted at once unless you discontinue the use of this title.

We are loath to believe that the use of it on your part is anything but an inadvertence, which will be discontinued forthwith and we will greatly appreciate an expression from you to that effect.

In view of the importance and urgency of the matter, will you please advise me of your intentions by noon of Monday.

Yours very truly,

EJL/ECS

Nat 8.

ELEK JOHN LUDVIGH
COUNSELLOR AT LAW
501 FIFTH AVENUE
TELEPHONE VANDERBILT 3970

NEW YORK June 13th, 1918

A. Banzhaf, Esq.,
2 Rector Street,
New York City

My dear Mr. Banzhaf:-

I tried to get you to-day without success. I have also been trying all day to reach Mr. Vidaver, likewise without success; I therefore concluded to write a letter, of which I enclose a copy.

Very truly yours,

Elek John Ludvigh

H EJL/ECS

Enc

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

1918 JUN 13 PM 3 01

ROAD ST. N.Y.

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT 16 BROAD ST.(STOCK EXCHANGE BLDG.,) N. Y. ALWAYS OPEN

Income Tax Matters

182CHDW 17

FY LOSANGELES CALIF 1125A JUNE 13TH 1918

A H BANZHAF 2346

2 RECTOR ST NEWYORK

GARBUTT KNOWS NOTHING ABOUT INCOME TAX WILL YOU URGE ACTION ON THIS IMMEDIATELY WHAT IS THE MATTER

D W GRIFFITH

245P


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


# WESTERN UNION TELEGRAM

1918 JUN 15 AM 8 34

ROAD ST. N.Y.

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Warb

RECEIVED AT

1918 JUN 15 AM 7 26

Q174CH 29 NL

LOSANGELES CALIF JUN 14

A H T BANZHAF 735

2 RECTOR ST NEWYORK NY

LASKY HAS WIRED HIS REPRESENTATIVE IN WASHINGTON TO ASCERTAIN WHETHER VITAGRAPH FILED COPYRIGHT PAPERS AND WHEN HAVE BEEN IN CONSULATION WITH WRIGHT REGARDING THIS LASKY SHOULD HAVE REPLY TOMORROW

E C BIDWELL.

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

1918 JUN 15 PM 3 09

1918 JUN 15 PM 3 27

RECEIVED AT

16 BROAD ST. N.Y.

L334CH 14 DUP AND CORR CY

FY LOSANGELES CALIF 1053A 15

A H T BANZHAS

2221

NO 2 RECTOR ST NEWYORK NY

WHAT TERRITORY HAS BEEN SOLD AND WHAT PRICE WHAT OFFICE FOR OTHER GROUPS ANSWER

D W GRIFFITH.

DUPLICATE

DUPLICATE

Fallen Brighaw
Jennifer Bly

211 #10
209 - #4

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Hearth of W.

June 15, 1918.

Mr. Claud Saunders,
Olympic Theatre,
Chicago, Ill.

Dear Mr. Saunders:-

I must concur with all you said in your favor of the 10th instant and certainly feel that you are the one best to judge as to conditions in Chicago at this time. I wish you would take the opportunity of showing a copy of your letter to me to Mr. Marks and this my reply so that he may fully understand the situation, and inasmuch as you are changing theatres nothing of that kind should be contemplated until a reasonable time after such change.

Thanking you for your expressions in this matter, I am

Very truly yours,

B/K

| CLASS OF SERVICE | |
|---|---|
| Telegram | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

If no class of service is designated the message will be transmitted as a full-rate telegram.

War P.

# COPY OF WESTERN UNION TELEGRAM

New York, June 17, 1918.

D. W. Griffith
Hotel Alexandria
Los Angeles, Cal.

Following territorial groups sold New England seventy five thousand

thirty three cash balance out of seventy five per cent first receipts Michigan forty five thousand Indiana Kentuckey forty five thousand southern group Georgia fifty thousand fifteen cash thirty five June twenty eighth Lesser group ninety thousand Abrams out of town will wire on his return sums offered for unsold territory

Banzhaf

Chg D. W. Griffith

JUN 19 1918

Hearts of the World.

Ent. by David W. Griffith L 12521

March 25, 1918.

published March 12, 1918. Certificate mailed to Mr. Griffith, Los Angeles, on June 13, 1918.

G.

Warr.

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Day Message | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT 95 Broadway, N.Y.

C 40W 22NL

1918 JUN 20 AM 2 05

WASHINGTON DC 19

8842

A BANZHAF

2 RECTOR ST NEWYORKCITY NY

WILL NOT BE BACK UNTIL FRIDAY MORNING PHONE MY HOME STOP ANYTHING VERY IMPORTANT WIRE ME CARE ALBERT GREY HOTEL WASHINGTON WASHINGTON

BANZHAF.

[redacted]

TELEPHONE: BRYANT 7046-7047-7027-7028
TELEGRAMS: HAWKFILMS, NEW YORK
CABLEGRAMS: PIEDMONT PICTURES, GODFREY BUILDING, NEW YORK

# Piedmont Pictures Corporation

LONDON OF NEW YORK PARIS

DISTRIBUTORS OF THE WORLD'S BEST PRODUCTIONS
CONFIDENTIAL BUYING AGENTS

Wark

729 SEVENTH AVENUE
130 W. 46th ST.

NEW YORK CITY

June 20th, 1918

Mr. Banzhaf
2 Rector Street,
New York City.

Dear Sir:-

We beg to confirm conversation which our Mr. Lamy had with you at the offices of the WARK FILM CORPORATION with respect to the two GRIFFITH PRODUCTIONS

"INTOLLERANCE"
"BIRTH OF A NATION"

for our customer covering the territory of INDIA: BURMAH: CEYLON and STRAIT SETTLEMENTS. You promised to let us have a reply, especially with respect to "INTOLLERANCE" within a few days enabling us to cable our customer.

We shall be pleased to hear from you in due course what can be done and in the meantime, we beg to remain,

Yours very truly,
PIEDMONT PICTURES CORPORATION.

Lamy

EXPORT MANAGER.

JL/AMO.

E. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Fast Day Message | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE TELEGRAM WILL BE TRANSMITTED AS A FAST DAY MESSAGE.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

June 21 1918

War Picture

D W GRIFFITH HOTEL ALEXANDRIA

LOS ANGELES CALIFORNIA

ONE HUNDRED TWENTY FIVE THOUSAND FOR UNITED KINGDOM WOULD BE GREAT ONE HUNDRED THOUSAND GOOD ZUKOR AGREES AT LATTER FIGURE YOU GET SIXTY ZUKOR FORTY BUT SALE SHOULD BE CONSUMATED AND MONEY PAID IN THIS COUNTRY BECAUSE ENGLISH TAX THIS VERY IMPORTANT ALL FOREIGN SALES SHOULD BE CLOSED THIS COUNTRY SAME REASON BURLOCK UNDERSTANDS REASON CASH HERE GREY AND I HAD INTERVIEW HOOVER YESTERDAY WHO WILL SUBMIT PLAN FOR STORY TO YOU REGARDS

[redacted] BANZHAF

2 Rector Street N Y C

Nov. 6

# FAMOUS PLAYERS - LASKY CORPORATION

485 FIFTH AVENUE MURRAY HILL 8500 CABLE ADDRESS FAMFILM NEW YORK CITY

OFFICE OF EMIL E. SHAUER
ASSISTANT TREASURER

June 22nd, 1918.

Mr. Albert H.T. Banzhaf,
#2 Rector Street,
New York City.

Dear Sir:

For the purpose of your records I enclose herewith copy of telegram from the Famous Players Film Service, Ltd. of Toronto, which I telephoned to you this morning.

Very truly yours,

FAMOUS PLAYERS-LASKY CORPORATION

E. E. Shauer

EES:S Asst. Treas.

ENCLOSURE

W.P. Form 2

# WESTERN UNION

WESTERN UNION

War Picture

CABLE [redacted]GRAM CABLE

W.P.

GEORGE W. E. ATKINS, VICE-PRESIDENT — NEWCOMB CARLTON, PRESIDENT — BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

SEND [redacted]

June 24th 1918

To WILLIAM F BURDOCK SAVOY HOTEL

LONDON ENGLAND

SUM

WHAT DID YOU GET FOR CANADA WHERE DID MOSHE OTTH

ALL SALES SHOULD BE MADE AMERICA WHERE ARE CANCELLED GRIFFITH

CHECKS

Bonshef

A. M. Bonshef, 78 Rector Street

N. Y. C.

SENDER'S ADDRESS FOR ANSWER

SENDER'S TELEPHONE NUMBER

Wars

June 24th 1918.

Mr. E. C. Bidwell,
c/ Griffith Studio,
#4500 Sunset Boulevard,
Los Angeles, Calif.

Dear Mr. Bidwell:

I enclose herewith request for the return of copyright deposits, prepared by the Rigister of Copyrights for the owners of copyright to sign for the directing to whom the film should be returned after the completion of copyright formalities.

If you have not already had Mr. Griffith sign the order for the return of "Hearts of the World" please have him do so and fill out the blank so that the film will be returned to David W. Griffith, "Hearts of the World" office, #1476 Broadway.

All of the applications for copyright should be accompanied by one of the enclosed requests for return, to the same address, and in this way no time will be lost waiting for the prints.

On my recent trip to Washington I had an interview with the Copyright authorities, and they will assist us in every way within their power to expedite the return of the film. Bear in mind that in all applications for copyright the application must be signed and mailed at the time of the first public performance and that two positive prints should follow such applications, if not at the same time, as immediately thereafter as possible, and I believe the only safe procedure for Mr. Griffith to follow is to use the correct name on the film at the time the same is first published, otherwise I fear we will run into the snare of the Copyright Law technicalities.

Please send to me the copyright certificate of "Hearts of the World" which I understand was mailed to you from Washington. I believe these papers should be in my safe in case there is any quick call for the use of the same.

Very truly yours,

AHTB/D Enc.

THIS AGREEMENT made and entered into this 24th day of June, 1918, by and between D. W. GRIFFITH, of Los Angeles, California, party of the first part, hereinafter for convenience sake called the "Employer", and ELMER CLIFTON, of Los Angeles, California, party of the second part, hereinafter for convenience sake called the "Employe",

W I T N E S S E T H :

NOW THEREFORE, in consideration of One ($1.00) Dollar, lawful money of the United States of America, by each of the parties hereto paid to the other party, the receipt whereof is hereby mutually acknowledged, and in further consideration of the premises, promises and covenants herein set forth, it is hereby understood and agreed as follows:

That the employer hereby engages and employs the employe for a continuous period of One year, beginning on the 24th day of June, 1918, as a motion picture director to direct, set up, instruct, manufacture and produce motion picture rehearsals, acts, parts, scenes, settings, roles and plays as ordered by the employer at the studio or studios of the employer in California or on designated location or at any other place required by the employer for the agreed weekly salary of Three Hundred ($300.00) Dollars per week, to be paid weekly by the employer to the employe.

The employe accepts said employment and promises and agrees to so direct, set up, instruct, manufacture

and produce motion pictures for the employer as herein called for, for the compensation above mentioned.

The employe shall attend daily during established working hours (whether cast or not) for the performance of his duties herein required at the studio or studios of the employer or on location or other place as may be designated by the employer. No excuse from work, duties or attendance at the studio or on location or other place as required hereby shall be good or sufficient except it be in writing signed by an authorized agent of the employer. In no event shall a written excuse be good for an absence of more than one day. Inclement weather shall be no excuse for non-attendance hereunder. The employe agrees to abide by, obey and perform any and all orders, requests, communications, rules and regulations of the employer. His method, manner and way of directing and performing his duties hereunder shall at all times be conducted and carried out to the satisfaction of the employer and as required by him.

The employe further agrees that during the life of this contract all of his talents and services shall be exclusively devoted to the use and benefit of the employer and he shall perform such services to the best of his ability and shall lend his best efforts, talents and assistance to the production of those motion pictures which he directs or with which he is connected.

It is understood and acknowledged by both parties hereto that the employe's services, talents and abilities as a motion picture director which the employe hereby

contracts to use to the fullest measure in his work hereunder for the benefit of the employer, are excellent, rare, unique, uncommon and of a peculiar and extraordinary nature and of great value to the employer, and that these talents, services and abilities cannot be replaced by the employer.

It is further understood and agreed that during the continuance of this contract the employe will not direct, perform, act, play or take part in any rehearsals, plays, acts, scenes, or motion pictures for any other person, firm or corporation, and he promises and agrees to and with the employer that he will not assist in any way, directly or indirectly, any other person, firm or corporation in the rehearsal, manufacture or production of motion pictures during the term hereof and that during the life of this contract he will not engage in the production of motion pictures except for the employer as provided for herein.

The employe further promises and agrees that during the life of this contract he will not appear in any public or private performance except with the written consent of the employer.

It is agreed by the parties hereto that during the term hereof all the time, services, talents, abilities, energies, and motion picture productions of the employe belong to the employer.

It is further agreed that if the employe should break this contract and enter or threaten to enter the employ of another, to direct or take part in the production of motion pictures, then, in that event, it is hereby agreed

that the employer may apply to any court of competent jurisdiction for an injunction restraining the employe from so directing or taking part in the production of motion pictures for anyone else and the employe hereby consents to the issuance of such an injunction and agrees not to contest the same.

It is further mutually understood and agreed by and between the parties hereto that, in the case of sickness of the employe, the payment of any salary for time during which the employee is incapacitated for work shall be optional with the employer; and the failure of the employer to make payments to the employe during such time as he is incapacitated for work shall in no way change or alter any of the other provisions in this agreement; neither will an excess payment to the employe by the employer, during such time as he is incapacitated from work, change or alter any of the provisions of this contract.

It is further understood and agreed that the employer may have the privilege and the employe does hereby grant to the employer the privilege and option to continue this contract for an additional period of one year, commencing on the 24th day of June, 1919, and ending on the 23rd day of June 1920, at a weekly salary of Four Hundred Fifty ($450.00) Dollars per week, salary to be paid weekly by the employer to the employe.

It is further understood and agreed that the employer may have the privilege and the employe does hereby grant to the employer the privilege and option to continue

this contract for a second additional period of one year, commencing on the 24th day of June, 1920, and ending on the 24th day of June 1921, at a weekly salary of Seven Hundred Fifty ($750.00) Dollars per week, salary to be paid weekly by the employer to the employe.

It is further understood and agreed that the employer may have the privilege and the employe does hereby grant to the employer the privilege and option to continue this contract for a third additional period of one year, commencing on the 24th day of June, 1921, and ending on the 23rd day of June 1922, as a weekly salary of One Thousand ($1,000.00) Dollars per week, salary to be paid weekly by the employer to the employe.

At any time he may desire the employer may exercise all then future options to continue the terms hereof, by giving to the employe a written notice to that effect, in which event the life of this contract shall thereby be extended in all its terms and provisions for a period equal to the total of said future option periods, provided however, that the salary to be paid to the employe by the employer shall be fixed and measured (both as to amount and period) by the respective option clauses.

The employe grants to the employer the privilege of publicity in advertising the employe in connection with all pictures ~~in~~ which he ~~appears~~ directs.

As further compensation, and in addition to his salary, it is hereby understood and agreed that the employer will pay to the employe as the employer receives it, three (3%) percent of any net profits which the employer

may receive during the term of this agreement (one year), from pictures directed by the employe during said year. If the employer exercises his option and this contract endures for a second period of one year, the employe shall receive, during said second year, six (6%) percent of any profits received by the employer from pictures directed by the employe during said second year. If the employer exercises his option and this contract endures for a third period of one year, the employe shall receive, during said third year, eight (8%) percent of any profits received by the employer from pictures directed by the employe during said third year. If the employer exercises his option and this contract endures for a fourth period of one year, the employe shall receive, during said fourth year, ten (10%) percent of any profits received by the employer from pictures directed by the employe during said fourth year.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

D W Griffith

Elmer Clyton

WITNESS:

_____

Clifton W. W. G. Archer

Jan 24, 1918 Wp

Wardo

June 25th 1918

DISBURSEMENTS RE: WASHINGTON TRIP.

Cab-Hire, meals and incidentals - - - - - - $ 4.75.

Charge "Hearts of World".

Paid

Referred to Garbut Thru Ofc to New York Famous-Players

June 26, 1918

Mr. A. H. T. Banzhaf,
2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:-

I am attaching hereto tabulation showing positive stock received and used in the manufacture of the sixty prints of HEARTS OF THE WORLD that have been completed up to the present time.

When Mr. Burlock was here he informed me that the sale price of the ten English copies was to be 5¢ per foot f.o.b. New York, and I have based my calculations on that figure as you will see. We have recently received instructions from the Famous Players-Lasky Corporation to make certain shipments c.o.d. and these instructions have been followed, charging the consignee 8¢ per foot for the film.

According to Mr. Griffith's understanding, the Famous Players-Lasky people having furnished the raw stock, are entitled to their money back, and the balance remaining from the sale of these films should belong to the studio to offset the expense of the factory.

From the attached tabulation you will note that the sixty prints when finished measured 783,188 feet, and there was also extra publicity trailers printed for sale which measured 9,175 feet - which makes a total of 792,363 feet of salable film.

The amount of film furnished us for making these sixty prints amounted to 1,012,834 feet. 112,011 feet of this total footage was borrowed from "Intolerance" stock, which of course the Famous Players-Lasky people will have to replace, and which I am taking up with them today.

Theoretically speaking, the sales from these sixty copies should equal ten english copies, 131,222 feet at 5¢ per foot amounting to $6561.10, plus fifty American copies 661,141 feet at 8¢ per foot amounting to $52891.28 - making a total of $59452.38. However, the average sale price of the entire sixty prints would be .075057 per foot.

At the same time, the Famous Players-Lasky people have furnished us 1,012,834 feet of raw stock as mentioned above, for which they should be reimbursed at cost. Perforated positive

stock costs .0265 less 5% plus war tax ¼¢ plus perforating ¼¢, or a total of .03017 per foot f.o.b. Rochester. The express, express war tax, and c.o.d. charges bring this cost up to .031 in Los Angeles. Therefore stock furnished by the Famous Players-Lasky Corporation at .031 would be $31387.85. By dividing this sum $31387.85 by the number of feet sold, namely 792,363 feet, it would give .039638 per foot as the proportion that the Famous Players-Lasky people would be entitled to receive from every foot of finished copy sold. Subtracting this amount from the average sale price of .075057 per foot leaves .035419 as the proportion belonging to the studio.

Of course, these figures might be subject to a slight alteration, as for example the first shipment of raw stock came to us c.o.d. and the Famous Players had a charge on this account amounting to $11.32, which would make a very slight change in the above calculation. Also possibly it may be desired to allow the Famous Players-Lasky Corporation a certain percentage representing interest on their money invested in this raw stock. However, without considering these alterations, the cost of 1,012,834 feet described above, cost the Famous Players-Lasky Company approximately $31387.85, and if we allow them .039638 per foot on the 792363 feet sold or which will be sold in disposing of these sixty prints, they would receive the same amount as they originally paid for the film, namely $31387.85.

If this way of figuring is correct, we can therefore remit to the Famous Players-Lasky Corporation at the rate of .039638 per foot on the returns of CODs that come to us here; while on the other hand the Famous Players-Lasky people should pay us at the rate of .035419 on the returns of all sales coming direct to them.

If all this money was returned to us it would mean a net figure of $28064.71, which would offset the entire overdraft of the "Hearts of the World" picture because of funds borrowed from Mr. Griffith Artcraft pictures, and leave a nice margin of profit with which we could if desired, purchase factory equipment of our own, or for that matter we could use the money as we saw fit.

In further explanation would say that the 114,434 feet of sample copy taken out of the film furnished by the Famous Players-Lasky people, as per the attached tabulation, was on account of the necessity of printing up so many European scenes for censorship purposes which were mutilated in Washington and had to be reprinted when the negative arrived here and was included in the sample. Also the titles were made by photographing the title cards with positive stock, and approximately 26,000 feet was used for this one purpose and also included in the sample. Had it not been for this large amount of sample prints being deducted from the positive stock provided for commercial prints, the share of the proceeds belonging to the studio would have been much larger than .035419 per foot.

There was also quite a waste of film in the factory, due

to the necessity of printing up a number of copies for early exhibition before the negative was finally cut, which required the use of a great deal more footage - in fact nearly twice film as was required after the negative was cut. You can notice by the tabulation that after the eight English copies were finished, the amount of film used per copy was greatly reduced.

At your early convenience I would be pleased if you would advise me on this letter, in order that I may reimburse the Famous Players-Lasky Corporation out of the funds which we receive here for the CODs, and also so that I can bill them for the number of copies that have been shipped east and for which as yet we have received no remuneration whatever at this end.

Yours very truly,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

# S T A T E M E N T

POSITIVE FILM USED IN THE MANUFACTURE OF SIXTY COPIES FINISHED. OF

"HEARTS OF THE WORLD"

KEY TO COLUMNS BELOW.

#1. Number of prints made at differant times .

*#2. New scenes added made for picture after original copy was finished.

#3. Film used for sample copy out of stock purchased for commericial copies .

*#4. Waste in printing and assembling, due to leader , static, scenes added, and reprints made to improve general quality of finished copy.

#5. Extra publicity trailers printed.

#6. Net length of finished copies including publicity prelude.

#7. Net length of each copy in each series.

#8. Total film used.

* Columns two and four in lower half of tabulation represent scenes used plus waste, total ~~####~~# being shown in column eight.

| 1. | 2. | 3. | 4. | 5. | 6. | 7. | 8. |
|---|---|---|---|---|---|---|---|
| 6. | 2English | | 35776 | | 78426 | 13071 | 114,202 |
| 10. | | | 18337 | | 130710 | " | 149,047 |
| 8. | English | | 15045 | | 105080 | 13027 | 120,125 |
| 10. | | | 9352 | | 130270 | " | 139.622 |
| 6. | | | 5778 | | 78162 | " | 839940 |
| 13. | | | 9677 | | 169351 | " | 179,028 |
| 7. | | | 5887 | | 91189 | " | 97,076 |
| 60. | | | | | | | |
| | | 114434 | | | | | 114434 |
| | 114 | | 18 | | | | 132 |
| | 700 | | 24 | | | | 724 |
| | 24 | | 12 | | | | 36 |
| | 40 | | 20 | | | | 60 |
| | 40 | | 20 | | | | 60 |
| | 2020 | | 34 | | | | 2054 |
| | 606 | | 10 | | | | 616 |
| | | | 175 | 8750 | | | 8925 |
| | | | 46 | 425 | | | 471 |
| | 1222 | | 94 | | | | 1316 |
| 60. | 4766 | 114434 | 100305 | 9175 | 783188 | | 1,011,868 |
| | | | | 9175 | 9175 | | |
| | | | | | 792363 | | |
| | | | BALANCE ON HAND . PER INVENTORY | | | | 966 |
| Total positive film received . | | | | | | | 1,012.834 |

SHIPMENTS RECEIVED.

| | | | |
|---|---|---|---|
| DATE. | 2/6.1918. | 300983. | 9280.74 |
| | 3/6.1918. | 299889. | 9284.15 |
| | 5/9/1918. | 299951. | 9051.02 |
| | 6/12/1918. BORROWED FROM INTOLERANCE | 112011. | |
| TOTAL STOCK RECEIVED. | | 1,012,834. | |

Statement of pos film used in the manufacture of sixty finished copies "Hearts of the World."

Key to columns below

1. No prints made at different times
2. New scenes made for picture after original copy was finished
3. Film used for sample copy out of stock purchased for commercial prints
4. Waste in printing & assembling due to static scenes added, and reprints made to improve general quality of finished copy
5. Extra publicity trailers printed.
6. Net length of finished copies including publicity prelude
7. Net length if each copy in each series
8. Total film used

Columns two and four in lower half of tabulation represent scenes used plus waste, total being shown in column 8.

# PENNSYLVANIA STATE BOARD OF CENSORS

## CERTIFICATE OF CENSORSHIP

34084

## APPROVED

WITH ELIMINATIONS

War

THIS IS TO CERTIFY THAT David W. Griffith, 1476 Broadway, New York City,

*has submitted to the Pennsylvania State Board of Censors for examination and censorship* 14 *reels, entitled*

HEARTS OF THE WORLD, *each in length not exceeding 1200 lineal feet, to be exhibited and displayed in the State of Pennsylvania; and that there has been deposited a fee of $1.00 for each reel.*

*This further certifies that the same tends in the judgment of the said Board of Censors not to debase or corrupt morals and is therefore approved by the Board, Provided the eliminations or changes ordered have been made. If such eliminations or changes are not made, the same is* **NOT APPROVED** *in accordance with the provision of Section 6 of the Act of May 15, 1915, "Such as tend in the judgment of the Board to debase or corrupt morals."*

*Maker of film* D. W. Griffith *Done at Philadelphia, Pa., this* 29th *day of* June, *19* 18

*THE PENNA. STATE BOARD OF CENSORS.*

*Chairman.*

THE BOARD RESERVES THE RIGHT TO REVOKE THIS CERTIFICATE

*ATTEST:*

*Secretary.*

THIS CERTIFICATE DOES NOT ENTITLE THE HOLDER TO EXHIBIT THE DUPLICATE OR PRINT OF THIS FILM

R 6 A-Elim. close-up views of girl performing muscle dance.
B-Elim. close-ups and near views of girl dancing and indecently exposing herself.
C-Elim. all views of girls being carried away, from orgy in dugout.
D-Elim. all views of two German officers enticing girls where bunks are shown, subtitle "The Dungeon of Lust" and subsequrnt views of two girls with clothing disarranged.
E-Elim. close-yp of officer on floor beckoning girl by tapping the floor with hand.

June 31st 1918.

D.W.G. CORPORATION

-TO-

"HEARTS OF THE WORLD".

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

| | | | |
|---|---|---|---|
| May 24th 1918 | Western Union | -Apr. 18th inv. | $ 62.95 |
| June 17th " | Western Union | -Inv. Apr. 18th - | 76.79 |
| | | Total | $139.74 |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM

## Epoch Producing Corp. in account with,

**D.W.G. Corp.** — **Royalty Statement for June 1918.**

| | | |
|---|---|---|
| 37½% of $ 410.08, Income for June as per Treasurer's Report. | $ 153.78 | |
| Distribution:- | | |
| D.W.G. Corp. 60% | | 92.27 |
| R.E. Aitken, assigned. 40% | | 61.51 |
| | | $ 153.78 |

## Treasurer's Report for Month ending June 30th, 1918.

### Epoch Producing Corporation

| | | | | Dr. | Cr. |
|---|---|---|---|---|---|
| Income, | Co.A.- 954.85 | | | | |
| " | " B.-1,000.-- | | | | |
| " | " D.-1,600.-- | | | | |
| " | " E.-1,703.70 | | | | |
| " | " F.-2,983.71 | | | | |
| " | " G.-1,000.-- | | | | |
| " | " H.-6,591.57 | | | | |
| " | " I.-1,590.21 | | | | |
| " | Co.Special-2,841.41 | | | | 20,265.45 |
| " Australian " # 2 | 873.02 | | | | |
| " " " 3 | 501.33 | | | | 1,374.35 |
| " Rights Wisconsin | | | | | 383.93 |
| Sinking Funds | | | | | 177.15 |
| Expence | General | 5,396.31 | | | |
| | Co. A. | 492.23 | | | |
| | " B. | 272.57 | | | |
| | " D. | 563.10 | | | |
| | " E. | 322.29 | | | |
| | " F. | 1,083.49 | | | |
| | " G. | 303.07 | | | |
| | " H. | 2,603.51 | | | |
| | " I. | 688.84 | | | |
| | "Special | 563.08 | | 12,288.49 | |
| Australian Co.#2 | | 421.12 | | | |
| " " 3 | | 292.95 | | 714.07 | |
| J.C.Williamson Ltd. | | | | 660.28 | |
| U.S. Income Tax 1917 | | | | 8,127.96 | |
| | | | | 21,790.80 | 22,200.88 |
| | | | | | 21,790.80 |
| Net Receipts | | | | | 410.08 |
| Less Royalty Thos.Dixon 25% | | 102.52 | | | |
| " Royalty D.W.G.Corp. 37½% | | 153.78 | | | 256.30 |
| Net Earnings for June 1918 | | | | | $ 153.78 |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TREASURY DEPARTMENT,
U. S. INTERNAL REVENUE.
**Form 707—Revised June, 1918.**

(To be stamped by Collector showing district and date received.)

# CAPITAL STOCK TAX.

**Return for Special Excise Tax on Corporations Organized in the United States.**

(Sec. 407, Title IV, Act Sept. 8, 1916.)

**Return of Fair Value of Capital Stock for the Fiscal Year Ended June 30, 1918.**

(Collection district.)

**Assessment List, Form 23.**

(Month.) (Year.)

(Page.) (Line.)

**TAX PAYABLE IN ADVANCE FOR THE YEAR ENDING JUNE 30, 1919. CAREFULLY READ ALL INSTRUCTIONS BEFORE MAKING RETURN.**

1. Name WARK PRODUCING CORPORATION,
(Give name of corporation, joint-stock company, or association.)

2. Address
(The address must be that of the principal place of business.)
(Give street and number, city or town, and State.)

3. Nature of business in detail Exploitation of one picture. Company insolvent, business continued to realize assets for benefit of creditors.

4. Incorporated or organized in State of

5. Date of incorporation or organization

6. Capital and surplus as of close of fiscal year ended { June 30, 1918, or ____ } (See Special Instructions No. 2, page 4 hereof.)
(Nearest earlier date.)

| | Cum. or noncum. | Dividend rate. | Number of shares. | Par value per share. | Total par value. | Total. |
|---|---|---|---|---|---|---|
| Capital stock outstanding: | | | | | | |
| 7. Common no par value | | % | | $ | $ none | xxx xx xxx xx |
| 8. First preferred | | % | | | — | xxx xx xxx xx |
| 9. Second preferred | | % | | | — | xxx xx xxx xx |
| 10. Total | | | | | | $ |
| 11. Amount of surplus | | | | | deficit | 81 773 87 |
| 12. Amount of undivided profits | | | | | | |
| 13. GRAND TOTAL | | | | | Minus | $ 81 773 87 |

| COMPUTATION OF TAX. (Complete Exhibits A, B, and C and read all instructions before computing the tax.) | This column for use of taxpayer. | This column for use of Department. |
|---|---|---|
| 14. Fair value of total capital stock for fiscal year determined by Exhibit | $ Valueless | $ |
| 15. Deduction allowed by law | 99 000 00 | 99 000 00 |
| 16. Amount of fair value of capital stock over $99,000 | | |
| 17. Tax at rate of 50 cents per year for each full $1,000 | $ — | $ |
| 18. Amount of munitions tax, if any, paid under Title III of Act of September 8, 1916, since making last return | — | |
| 19. Difference (net amount of tax due) | $ — | $ |
| 20. Penalty | — | |
| 21. Total tax and penalty | — | |

**SPACE BELOW NOT TO BE USED BY TAXPAYER.**

| Audit and Correspondence Record. | | | | | |
|---|---|---|---|---|---|
| Date | | | | | |
| Letter | | | | | |
| Inserts | | | | | |
| Examiner | | | | | |

Audited and O.K'd.
By
Date

**Audited and Additional Tax Assessed.**
, 191 List
Page Line
Additional Tax $
By Date

**Audited and Claim Record.**
Received
Amount $
Allowed $
Rejected $
By Date

SEE INSTRUCTIONS ON PAGE 4.

62—4818



D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

DO NOT PASTE RIDERS TO FACE OF RETURN.

## EXHIBIT A. (See Special Instructions No. 4, Page 4.)

**CONDENSED BALANCE SHEET AS OF** .....
(Same date as Item 6, page 1.)

| DEBITS AND ASSETS. | BOOKS OF ACCOUNT. | FAIR VALUE. | DIFFERENCE. |
|---|---|---|---|
| Real estate | $ | $ | $ |
| Buildings | | | |
| Machinery | | | |
| Cash | 2601134 | | |
| Accounts receivable | 418418 | | |
| Notes receivable | 214-- | | |
| Securities | | NONE | NONE |
| Inventory | 25890891 | | |
| Deferred assets | | | |
| Other assets | | | |
| Treasury bonds | | | |
| Treasury stock | | | |
| Deferred charges | | | |
| TOTALS | $ 28929843 | $ | $ |

| CREDITS AND LIABILITIES. | BOOKS OF ACCOUNT. | FAIR VALUE. | DIFFERENCE. |
|---|---|---|---|
| Bonded debt Ctfs. Indebtedness | $ 234000-- | $ | $ |
| Mortgages | | | |
| Accounts payable -Loans- | 1370723 0 | | |
| Notes payable | | NONE | NONE |
| Deferred liabilities | | | |
| Other liabilities | | | |
| Reserves | | | |
| Depreciation | | | |
| Depletion | | | |
| Deferred credits | | | |
| Capital stock Nothing Paid In | ---------- | | |
| Common | | | |
| Preferred | | | |
| Surplus | | | |
| Profit and loss | | | |
| TOTALS | $ 371072 30 | $ | $ |

| RECAPITULATION OF EXHIBIT A. | This column for use of taxpayer. | This column for use of Department. |
|---|---|---|
| Total debits and assets *after deducting debit items not actual assets* | $ 289 298 43 | $ |
| Less total of credits and liabilities *after deducting capital stock, surplus, and other credits not actual liabilities* | 371 072 30 | |
| Difference (value of total capital stock reflected by Exhibit A) deficiency | $ 81 773 87 | $ |

SEE INSTRUCTIONS ON PAGE 4.

62—4818

## EXHIBIT B. (See Special Instructions No. 5, Page 4.)

### QUOTATIONS OR OUTSIDE SALES PRICES.

(Give name of exchange or specify "Outside sales.")

| MONTH. | COMMON. | | FIRST PREFERRED. | | SECOND PREFERRED. | |
|---|---|---|---|---|---|---|
| | Number of shares outstanding. | Price. | Number of shares outstanding. | Price. | Number of shares outstanding. | Price. |
| | | $ | | $ | | $ |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Average | | $ | | $ | | $ |

None

| RECAPITULATION OF EXHIBIT B. | This column for use of taxpayer. | This column for use of Department. |
|---|---|---|
| Average sale value of common stock per share, $ ..... multiplied by ..... average number of shares | $ | $ |
| Average sale value of first preferred stock per share, $ ..... multiplied by ..... average number of shares | | |
| Average sale value of second preferred stock per share, $ ..... multiplied by ..... average number of shares | | |
| TOTAL (value of total capital stock reflected by Exhibit B) | $ | $ |

## EXHIBIT C. (See Special Instructions No. 6, Page 4.)

### ANNUAL INCOME.

| FISCAL YEAR ENDED— | NET INCOME. | DEDUCTIONS. | ADDITIONS. | ADJUSTED INCOME. | NUMBER SHARES. | DIVIDENDS DECLARED. | | | DEPRECIATION. |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Common. | First preferred. | Second preferred. | |
| 191 | $ | $ | $ | $ | | % | % | % | $ |
| 191 | | | | | | % | % | % | |
| 191 | | | | | | % | % | % | |
| 191 6 | Loss | | | | | % | % | % | |
| 191 7 | Loss | | | | | % | % | % | |
| Average | $ | $ | | $ | | % | % | % | $ |

| RECAPITULATION OF EXHIBIT C. | This column for use of taxpayer. | This column for use of Department. |
|---|---|---|
| Average annual income as adjusted | $ | $ |
| Capitalized at ..... per cent (value of total capital stock reflected by Exhibit C) | $ | $ |

State of .....
County of ..... } ss.

We, ....., President, and ....., Treasurer, of the above-named company, whose return for special excise tax is herein set forth, being severally duly sworn, each for himself, deposes and says that the items entered in the foregoing report and in any additional list or lists attached to or accompanying this return are, to his best knowledge and belief and from such information as he has been able to obtain, true and correct.

Sworn to and subscribed before me this ..... day of ....., 19.....

.....
*President.*

.....
*Treasurer.*

.....
(Official capacity.)

.....
(Name of officer or agent to whom correspondence should be addressed.)

My commission expires .....

.....
(Title and business address.)

SEE INSTRUCTIONS ON PAGE 4.

02—4818

## SPECIAL INSTRUCTIONS.

1. **Required value.**—The capital stock tax is measured by the fair value of the total capital stock, including surplus and undivided profits, for the year preceding the taxable year, whether the conduct of the business is profitable or otherwise.

For the purpose of this tax the fair value of the entire capital stock of a going concern, regardless of stock ownership or the ability of individual stockholders to liquidate their holdings, is required. The sales prices for any number of shares of stock less than a majority interest are not necessarily indicative of the fair value of the entire capital stock. The capital invested, the nature of the business, the kind of assets (slow or quick turning), good will, franchises, earning capacity, etc., are important factors that affect the worth of enterprises and must be given due consideration in arriving at the fair value at any given date.

In order that consideration may be given the various factors governing worth, three exhibits are provided for furnishing information, and the taxpayer will complete each exhibit or state why the required data are not available.

Exhibit A provides for adjusting any overstated or understated values contained in the taxpayer's books of account, and Exhibit C provides for showing an adjusted income, which should be the actual operating income upon which the value of the capital stock may be computed. Ample provision having been made for proper adjustments, *the taxpayer will report as the fair value of its capital stock in item 14 on page 1 the amount reflected by the exhibit showing the greatest value.* However, corporations materially affected by extraordinary conditions may report as the fair value in item 14 on page 1 the amount reflected by the exhibit which in their opinion more nearly shows the required value, and shall attach to their returns a comprehensive statement for examination and consideration by the Commissioner of Internal Revenue, explaining why the tax should be so assessed.

2. **Closing date of fiscal year.**—In item 6 on page 1 hereof the taxpayer will show the closing date of its fiscal year ended between July 1, 1917, and June 30, 1918, if other than June 30, and the information furnished under Exhibits A, B, and C will be as of the year or years ended on such date.

3. **Exhibits.**—The three Exhibits, A, B, and C, are provided to indicate the information desired and the manner in which it should be furnished. So far as adaptable these forms should be completed by taxpayers, but if they find it more convenient they may attach to this return their own statements, provided substantially the same information is furnished. In any event, taxpayers should attach any additional statements that will aid in a comprehensive understanding of the taxpayer's resources and obligations, so that the Commissioner of Internal Revenue may more equitably determine the correctness of the fair value reported in item 14 on page 1 hereof.

4. **Exhibit A: Condensed balance sheet.**—Furnish under Exhibit A a condensed balance sheet as of the closing date of the fiscal year given in item 6 on page 1 hereof.

"*Books of account.*"—These columns must show the amounts as carried in the taxpayer's books of account.

"*Fair value.*"—Refer to article 1 above, defining the value required, and in the event the columns "Books of account" contain any overstated or understated values show herein the amounts which will reflect actual values.

"*Difference.*"—These columns will show the difference between the columns "Books of account" and "Fair value." Any material differences must be explained in such manner as to enable the Commissioner of Internal Revenue to determine if they are proper and acceptable. For this purpose the differences shown herein need not be covered by corresponding adjustments in the taxpayer's books of account.

"*Treasury stock*" *and* "*Treasury bonds.*"—In the event the taxpayer holds in its treasury any of its own stock or bonds, advice must be furnished as to whether such stock and bonds are pledged or unpledged.

"*Other assets*" *and* "*Other liabilities.*"—If the amounts returned against these accounts are comparatively large, a comprehensive analysis of them must be attached.

"*Profit and loss.*"—If the "Profit and loss" balance is a debit, the amount should be shown in red.

5. **Exhibit B: Quotations or outside sales prices.**—Furnish under Exhibit B the prices quoted on a recognized stock exchange or on the New York curb, or the prices at which outside sales were made if the stock is not listed, for the period of 12 months ending with the close of the taxpayer's fiscal year given in item 6 on page 1 hereof.

If the stock is listed, the name of the exchange from which reported quotations are taken must be shown in the space provided therefor, and the prices reported will be the mean of the highest and of the lowest bid price during each month, from which the average for the year will be obtained. If the taxpayer prefers, a schedule may be attached to this return showing the highest and lowest bid price at which stock was quoted for each day of the year and the average obtained therefrom.

If the stock is not listed and outside sales have been made at prices known or determinable by the officers making this report, such prices will be reported herein. A statement of the number of shares involved and the conditions under which sales were made at other than exchange quotations must accompany this return. Sales to employees or directors for qualifying purposes, or sales which are restricted as to resale, or sales at prices otherwise specially influenced, will not be considered representative of the fair value of the entire capital stock and should not be included.

In the column "No. shares outstanding" should be shown the total number of shares outstanding at the close of each month. The average value per share will be determined as follows:

First. If no change occurred in the number of shares outstanding during the year, total the quotations or sales prices for the months reported and divide by the number of months in which quotations or sales prices are shown.

Second. If any change occurred in the number of shares outstanding during the year, calculate the total value of the outstanding shares each month upon the reported prices and divide the total of such monthly valuations by the sum of the number of shares outstanding each month.

6. **Exhibit C: Annual income.**—Furnish under Exhibit C the annual income and other data for the five fiscal years ended with the close of the taxpayer's fiscal year as given in item 6 on page 1 hereof, or for the period during which the corporation has been engaged in business if for a shorter period.

"*Net income.*"—In this column will be shown the income returned for the purpose of the income tax and excess profits tax.

"*Deductions*" and "*Additions,*"—Refer to article 1 of these Special Instructions, and show in these columns such amounts as should be deducted from or added to "Net Income" to arrive at the net income which may be capitalized to determine the fair value of the capital stock. A comprehensive analysis of any amounts reported therein should be attached to this return. Some of the principal items frequently requiring adjustment follow:

Income taxes not deductible in computing income subject to tax.

Depreciation and depletion on temporary or permanent property.

Amortization of temporary plant and equipment.

Interest charges not deductible in computing income subject to tax.

Abnormal income due to extraordinary appreciation in value of inventory.

Losses not fully deductible.

Income from securities of a State, municipality, or of the United States, although such income is not included in the income tax return.

Expenditures made for additions and betterments, or reserves for such purposes, made against income whether direct or through expenses.

"*Adjusted income.*"—This column will reflect the amounts resulting from the adjustment of the amounts shown in the preceding three columns.

"*Number shares.*"—Herein should be given the total number of shares of all classes of stock outstanding at the close of each fiscal year.

"*Dividends declared.*"—Herein should be reported the percentage of dividends declared on the par value of each class of stock outstanding each year. The amount represented by the percentages shown in this column must not be deducted from the columns "Net income" or "Adjusted income."

"*Depreciation.*"—Hereunder will be reported the amount actually charged against income each year in the taxpayer's books of account for depreciation.

*Capitalizing net income.*—The officers making the return will capitalize the average annual income at such percentage as from their special familiarity with the business they know representative enterprises in their line in their locality must earn in order to maintain their stock at par. In other words, if enterprises engaged in a similar business must on the average earn 8 per cent on their issued capital stock to keep the value of their stock at par, the net income should be capitalized by dividing it by .08.

## GENERAL INSTRUCTIONS.

1. Nature of Tax.—The capital stock tax due July 1, 1918, is an excise tax payable in advance for the privilege of doing business from July 1, 1918, to June 30, 1919. The amount of the tax is payable to the collector at any time after July 1, 1918, but penalties for nonpayment do not attach until ten days after notice and demand has been served by the collector upon the taxpayer.

2. Date of Filing Returns.—On or before July 31, 1918, and annually thereafter during the month of July.

3. Corporations Required to Make Return.—Every corporation, joint-stock company or association (except insurance companies) now or hereafter organized in the United States for profit and having a capital stock represented by shares, irrespective of whether it is the creature of statute or of contract, engaged in business at any time during the year July 1, 1917, to June 30, 1918, and not specifically exempt under the provisions of Section 11, Title I, of the Act of September 8, 1916, must file a return. Joint-stock associations not organized under any statute, so-called Massachusetts trusts, Pennsylvania partnerships with limited liability, and similar so-called limited partnerships or partnership associations are subject to the tax.

Insurance companies organized under a statute or deriving from that source some quality or benefit not existing at the common law, irrespective of whether they are organized for profit or have a capital stock represented by shares, engaged in business at any time during the year July 1, 1917, to June 30, 1918, and not specifically exempt under the provisions of Section 11, Title I, of the Act of September 8, 1916, must file a return. Mutual and participating plan insurance companies are included.

4. The Collector May Make Return.—If any corporation or association fails to make and file a return within the time prescribed by law, or makes a false or fraudulent return, the collector or his deputy is authorized to make the return from his own knowledge and from such information as he can obtain through testimony or otherwise. Such return, when subscribed by the collector or his deputy, shall be prima facie good and sufficient for all legal purposes.

5. Extension of Time.—If failure to file a return within the prescribed time is due to sickness or absence of an officer required to sign the return, the collector may allow an extension of not more than thirty days for making and filing the return, provided an application in writing is made prior to the expiration of the period in which the return should have been filed. If an extension of time is granted, the letter of the collector should be attached to the return.

6. Signatures and Verification.—Returns must be signed and verified by two officers of the corporation, that is, by the president, vice president, or other principal officer, and by the treasurer or other financial officer, and must be sworn to before an officer authorized to administer oaths, and the seal of the attesting officer, if he is required to have a seal, must be impressed on the return. The name of the corporation and the names of the officers signing the return should be plainly written or printed on the return.

7. Tax.—From the fair value of the entire capital stock, as reflected in Item 14 on page 1 hereof, will be deducted the amount of $99,000, the exemption allowed by law, and the tax will be assessed upon any balance at the rate of 50 cents for each full $1,000 of such remainder.

8. Deduction of Munition Manufacturer's Tax.—Only the amount of munition manufacturer's tax actually paid since making the last previous return prior to July 1, 1918, is deductible under Item 18 on page 1 hereof from the capital stock tax.

9. Penalties.—Corporations refusing or neglecting to file returns within the time prescribed by law, or rendering false or fraudulent returns, shall be liable to a penalty of not more than $500 and an additional tax of 50 per cent in case of neglect to file the return within the time prescribed by law and 100 per cent in the case of a false or fraudulent return shall be added to the assessment.

10. Regulations.—For further information regarding the tax see Regulations No. 38 (revised).

o2—4818

HOLLYWOOD 2800 HOME 57001

# D. W. GRIFFITH STUDIO

4500 SUNSET BOULEVARD

LOS ANGELES, CAL., July 1st, 1918.

Mr. A.H.T. Banzhaf,

2 Rector Street,

New York City.

Dear Mr. Banzhaf:-

Answering yours of June 24th., in regard to blanks for the request of return of copyright deposits, beg to advise that just a few days ago we forwarded one of these blanks, requesting that two copies of "The Hearts of the World" be forwarded from the Copyright Office in Washington to you.

I am attaching hereto Registration Card from the Copyright Office: I believe however, as in former cases, a certificate will follow, which - when it arrives - will be forwarded on to you.

Yours very truly,

E. C. Bidwell

ECB/D-Encl.

War P.

NOW PLAYING:

44TH STREET THEATRE
NEW YORK

GARRICK THEATRE
PHILADELPHIA

OLYMPIC THEATRE
CHICAGO

MAJESTIC THEATRE
BOSTON

PITT THEATRE
PITTSBURGH

WILLIAM ELLIOTT, F. RAY COMSTOCK & MORRIS GEST
PRESENT

# D. W. Griffith's

SUPREME TRIUMPH

# Hearts of the World

THE SWEETEST LOVE STORY EVER TOLD
A ROMANCE OF THE GREAT WAR

GENERAL OFFICES:
CENTURY THEATRE, NEW YORK

THOMAS HODGEMAN
Manager

WILLIAM A. PAGE
General Press Representative

CHARLES McCLINTOGK
Special Representative

July 1 —

Dear Mr Baughof

Am sorry to hear that the censorship proposition may be serious. Understood everything had been attended to by Mr Lloyd when we here. It seems to be a case of everyone putting it up to the next one & no one getting it over —

Hope the matter is adjusted to your satisfaction

Hastily

Thos Hodgeman

July 1, 1918

Mr. Sol Lessor,
191 Golden Gate Ave.,
San Francisco, Calif.

Dear Mr. Lessor:

Owing to the fact that you have about exhausted your territory for "Intolerance" we were thinking it might be advisable for us to get it back from you, provided you name a reasonable figure.

The theme advocating moderate drinking in the play does not seem to be particularly popular at this time and it might react against us.

Kindly let me know immediately if you will return this to us for a reasonable figure. Presume that you feel that you are about through with booking "Intolerance".

Yours very truly,

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

July 1st 1918.

D. W. G. CORPORATION

-TO-

ALBERT H.T. BANZHAF, DR.

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

To professional services for month of June 1918 - - - $150.

Received Payment,
JUN 27 1918

1

No Reply

I2Ic Ingraham Street,
Los Angeles,Cal,
July I,I9I8,

Mr D,W,Griffith,
Los Angeles,Cal,

Esteemed Sir,

Both Mr Woods and Mr Bidwell promised me to call your attention to the unsettled matter of the scenario "Washing the Great",but failing tq hear frqm them I will write direct tq yqu, I think yqu will remember that yqu requested me to leave the scenario with Mr Woods,and to see him about it afterwards, This was done and after keeping it some month,Mr Woods agreed to my taking it as he had no vault or safe place to keep it,and if he wanted it he would send for it, After having it in my possion for some time,Miss O'Connors called for the scenario and left a note,as I was not at home, stating that they would soon settle with me for it, I went to see Mr Woods about it and he told me the same, After weeks of wauting, Mr Woods wrote me stating that he would pay me $200,00 for data in The scenario, I called on Mr Woods and after confering with him he said if I would leave the script with him,until he could confer with you,that the entire scenario might be taken, so I left it.

You were a very busy man at time,and this knowledge,with the uniform courtesy of Mr Woods,enabled me to endure the long suspense and waiting that followed, During this time,a manager of another company came to see me three times for the scenario,and after each call I went to the Fine Arts Studio and asked for the scenario,but could not get it, In justice to Mr Woods I will say that I did not tell him why I wanted the scenario,

While matters were in this condition,I was called to Kentucky, Before

going, I went to see Mr Woods and insisted on a settlement, He said he could not do any thing as you would have to give your personal check for the amount, and that you had just sauled for Europe, that he did not think that you would be gone very long, and that when you returned he would take up the matter with you,

After your arrival in Losb Angeles, I called on Mr Woods and he told me that in consideration of keeping my scenario so long, that he was going to write to you, and recommend that you pay me $25o.oo. I told him that I would agree to that to have the matter settled,

I believe when you are aware of the facts that you will think that I should receive some remuneration for the two years spent in collecting data, facts and pictures, and months arranging them, and not the least, is the over two years of tedious waiting,

I have the receipts for the scenario, letters of Mr Woods and Miss O'Conners, regarding it, and the note of the latter, sayin that I would be seen settled with for the scenario, all of which can be turned over to you if desired,

I still hope that some day you will make a great play around the character of Washington, for aside from his military career, there is so much of vital interst, and his own absorbing love affair with that of his step_daughter and step_son would give an especial charm, From his christning in the old qoaint church, to his pathetic death, noted burial, there are many incidents that would make thrilling picturs, and to this day would arouse the nation as nothung else would, especially now that all the world is looking towards America, and Washington and America are one, You have made a great play with the Civi War as the background, a great play of the present worlds conflict, now mount higher and take the most impertent character in history, as measured by results, and make a greater picture of "Washington, the Man," The world needs this picture, and David Walk Griffin, you are the

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

man to make it, I am praying day and night that you may have a vision that will cause you to strike a cord that will thrill the world, England will respond with pride, for Washingtons parents were born on her soil, and our stars and stripes were taken from the Washington Court of Armes, Lafayette and Washington cemented the tie of two great nations, and the cementing of all the nations of earth will be the adoption of the principles advocated by the "Greatest Chieftain," as the King of Prussia called him,

The world is aweary of carnage, New is the time to look upon the great "World Builder", I wish I could talk it over with you,

During a conversation with Mrs Hancock Banning, I expressed a wish that you would make a play, taking Washington for the Principle charactor, She is one of his descendants, and she became instantly enthused, ans said, "If he would do this, I will let him have my Washingtons souveners, my Colonial furniture and any thing I possess," For such a play, I am sure I could get any number of Ebell and Friday Morning Club ladies to assist, and the National Federated Clubs of America, with its two millions of members could be enlisted, In all this chaos the world needs to look upon a World Leader and Builder,

Cordially Adn Henry Van Pelt.

D. W. griffith collection
museum of modern art film library

July 2nd 1918.

Mr. J. A. Manning,
Manager, "Hearts of World".
National Theatre,
Washington, D. C.

Dear Mr. Manning:

I enclose herewith voucher for disbursements made on recent trip to Washington which were not paid for by Mr. Grey, and I believe the same should be charged to the Washington engagement.

Will you kindly therefore put this charge through your accounts, and oblige.

I am enclosing herewith two catalogues, one in reference to wire lugs or terminals, and the other to Universal Joints, which I wish you would hand to your friend "Tub" of the Bonding Company, and ask him if he knows of any contractors for Government work who might use any of these articles. If he can give me a tip on people towhom to write or circularize on Government work I would greatly appreciate the same, as I am heavily interested in the Company handling these products.

With best regards, I remain

Very truly yours,

AHTB/D
Encs.

Hearts W

# FAMOUS PLAYERS - LASKY CORPORATION

485 FIFTH AVENUE MURRAY HILL 8500 CABLE ADDRESS FAMFILM NEW YORK CITY

OFFICE OF ARTHUR S. FRIEND
TREASURER

July 2, 1918.

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City.

Dear Mr. Banzhaf,

Enclosed herewith is copy of statement showing cash receipts as they appear on our books, and a summary of the State Rights contracts, which Mr. Grey took with him to the Coast.

Very sincerely yours,

Arthur S. Friend
E. F.

Enc.
EF

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

**THE TRAVELERS INSURANCE COMPANY**
**LIFE DEPARTMENT**
**HARTFORD, CONNECTICUT**

Date July 5, 1918.

Office At Los Angeles, Cal.

Amount of Remittance
$ 1803.00

David M. Griffith,
Broadway and 42nd St.,
New York, N.Y.

The remittance herein mentioned has been referred to the office indicated above for proper attention. As a matter of convenience, please remit to that office in the future.

H. W. Walker
Chief Clerk,
Life Premium Division.

11624. 12-3-'17.

Dues.

July 5th 1918.

Commercial Trust Company of New Jersey,

Jersey City, N. J.

Gentlemen:

Enclosed herewith please find two checks payable to D. W. G. Corporation, one for $4,532.50 and the other $5,915., together with deposit slips. Kindly return duplicate slip to A.H.T.Banzhaf of #2 Rector Street, New York City, and oblige

Very truly yours,

D

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

July 5th 1918.

Mr. Henry J. Rebman,
North American Bldg.,
Philadelphia, Pa.

Dear Mr. Rebman:

I enclose herewith check to your order for $10. for money which I borrowed from you while in your City last week. You come within an ace of losing this amount because I had straightway forgotton ever having borrowed this amount from you, and it was only due to a chance memorandum that you are reimbursed.

I thank you for your loan and for your courtesies while at your City, I remain

Very truly yours,

AHB/D
Encl.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Overpaid on Each Installment
3.25 – 6 mos interest
instead of 5 mos – Jany 1/18
Jany 1/18 instead of July 1/18 & July 1/18
Deduct from next payment –

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

7/7/18



Picture G-1

| | | | | |
|---|---|---|---|---|
| July | 7-18- CK #1246 | | | 10000 |
| | H. D. Mitten | 1 215 | 60 | |
| | Co Boy Car Fare | " 239 | 10 | |
| | Extra Salaries | 2 14 | 1000 | |
| | | | 1070 | 10000 |
| | | | 8930 | |
| | | | 10000 | 10000 |
| 7/10 | Balance | | | 8930 |
| | Sid Koster | 3 215 | 605 | |
| | | | 605 | |
| | | | 8325 | |
| | | | 8930 | 8930 |
| 7/13 | Bal | | | 8325 |
| | CK 1286 | | | 10000 |
| | Leigh Smith | 4 234 | 450 | |
| | Extra Salaries | 5 14 | 9000 | |
| | | | 9450 | |
| | | | 8875 | |
| | | | 18325 | 18325 |
| 7/15 | Bal | | | 8875 |
| | CK 1292 | | | 10000 |
| | Sid Koster | 6 215 | 415 | |
| | L. H. Artomic Co | 7 215 | 400 | |
| | Leigh Smith | 8 215 | 190 | |
| | " " | 9 235 | 155 | |
| | Extra Salaries | 10 14 | 7000 | |
| | | | 8160 | |
| | | | 10715 | |
| | | | 18875 | 18875 |
| 7/17 | Balance | | | 10715 |
| | Extra Salaries | 11 14 | 5500 | |
| | | | 5500 | |
| | | | 5215 | |
| | | | 10715 | 10715 |
| 7/18 | Balance Ford. | | | 5215 |

Bros Ford

| | | Vou | acct | | |
|---|---|---|---|---|---|
| 7/18 | Balance | | | | 5215 |
| | CK 1295 | | | | 10000 |
| | Sid Koster | 12 215 | | 1225 | |
| | Extra Salaries | 13 14 | | 2250 | |
| | | | | 3475 | |
| | | | | 11740 | |
| | | | | 15215 | 15215 |
| 7/19 | Bal | | | | 11740 |
| | CK 1296 | | | | 20000 |
| | Mrs Summers | 14 54 | | 200 | |
| | Sid Koster | 15 215 | | 1410 | |
| | Extra Salaries | 16 14 | | 5500 | |
| | | | | 7110 | |
| | | | | 24630 | |
| | | | | 31740 | 31740 |
| 7/20 | Bal | | | | 24630 |
| | Mary B Booth | 17 293 | | 2500 | |
| | Cash | 18 257 | | 100 | |
| | Jno Wiener | 19 51 | | 570 | |
| | Miss Lopez | 20 216 | | 141 | |
| | Leigh Smith | 21 235 | | 500 | |
| | " | " 239 | | 111 | |
| | Sid Koster | 22 215 | | 2440 | |
| | Extra Salaries | 23 14 | | 3750 | |
| | | | | 10112 | |
| | | | | 14518 | |
| | | | | 24630 | 24630 |
| 7/22 | Bal | | | | 14518 |
| | CK 1322 7/23-18 | | | | 20000 |
| | Leigh Smith | 24 215 | | 239 | |
| | " | 25 234 | | 150 | |
| | Extra Salaries | 26 14 | | 8550 | |
| | | | | 8939 | |
| | | | | 25579 | |
| | | | | 34518 | 34518 |
| Fwd 7/23 | Bal | | | | 25579 |

Bal Bad Fund

| | Vou | acct | | | |
|---|---|---|---|---|---|
| 7/23 Balance | | | | | 25579 |
| Ck #1374 | | | | | 20000 |
| Leigh R. Smith | 27 | 235 | | 20 65 | |
| " " " | " | 215 | | 60 | |
| Extra Salaries | 28 | 14 | | 75 00 | |
| | | | | 96 45 | |
| | | | | 359 54 | |
| | | | | 45579 | 45579 |
| 7/24 Bal | | | | | 35954 |
| Leigh R Smith | 29 | 234 | | 6 24 | |
| Extra Salaries | 30 | 14 | | 47 50 | |
| | | | | 53 74 | |
| | | | | 305 80 | |
| | | | | 35954 | |
| 7/25 Bal | | | | | 30580 |
| Leigh R Smith | 31 | 234 | | 225 | |
| " " " | " | 239 | | 15 | |
| Sid Foster | 32 | 215 | | 22 10 | |
| Extra Salaries | 33 | 14 | | 22 50 | |
| | | | | 47 00 | |
| | | | | 258 80 | |
| | | | | 30580 | 30580 |
| 7/26 Balance | | | | | 25880 |
| Extra Salaries | 34 | 14 | | 37 50 | |
| | | | | 37 50 | |
| | | | | 221 30 | |
| | | | | 25880 | 25880 |
| 7/29 Bal | | | | | 22130 |
| W. M. Stearns | 35 | 216 | | 25 00 | |
| Sid Foster | 36 | 215 | | 11 10 | |
| Geo F Wilson | 37 | 231 | | 12 00 | |
| Leigh R Smith | 38 | 234 | | 2 00 | |
| " " " | " | 235 | | 3 02 | |
| Extra Salaries | 39 | 14 | | 12 50 | |
| | | | | 65 68 | |
| | | | | 155 68 | |
| | | | | 22130 | 22130 |
| Fund 7/30 Bal | | | | | 15568 |

Brot Fwd

| | | Vou No | Acct No | | | |
|---|---|---|---|---|---|---|
| 7/30 | Bal | | | | | 15568 |
| | Ck 1380 7/30 | | | | | 40000 |
| | Leigh R. Smith | 40 | 234 | | 335 | |
| | " " " | " | 235 | | 619 | |
| | | | | | 954 | |
| | | | | | 54614 | |
| | | | | | 55568 | 5556 |
| 7/31 | Bal | | | | | 5461 |
| | Ck 1390 8/1 | | | | | 2000 |
| | Leigh R. Smith | 41 | 234 | | 1180 | |
| | " " " | " | 235 | | 1655 | |
| | " " " | 42 | 234 | | 4785 | |
| | " " " | 43 | 235 | | 2000 | |
| | " " " | 44 | 215 | | 2019 | |
| | Extra Salaries | 45 | 14 | | 20550 | |
| | | | | | 32189 | |
| | | | | | 42425 | |
| | | | | | 74614 | 746 |
| 8/2 | Bal | | | | | 424 |
| | Extra Salaries | 46 | 14 | | 11150 | |
| | | | | | 11150 | |
| | | | | | 31275 | |
| | | | | | 42425 | 424 |
| 8/3 | Bal | | | | | 312 |
| | Sid Foster | 47 | 215 | | 1780 | |
| | Leigh R. Smith | 48 | 235 | | 800 | |
| | " " " | " | 234 | | 100 | |
| | " " " | " | 215 | | 200 | |
| | Ex Salaries | 49 | 14 | | 7250 | |
| | | | | | 10130 | |
| | | | | | 21145 | |
| | | | | | 31275 | 3127 |
| 8/5 | Bal | | | | | 2114 |
| | Extra Salaries | 50 | 14 | | 18 00 | |
| | | | | | 18 00 | |
| | | | | | 19345 | |
| | | | | | 21145 | 21145 |
| | | | | | 11.42 | |
| Fwd | 8/6 Bal | | | | | 19345 |

Bro's Stand

| | | | | |
|---|---|---|---|---|
| 8/7 | Bal | | | |
| | | | | 19345 |
| | Leigh R. Smith | 51 234 | 100 | |
| | " " " | " 245 | 167 | |
| | Extra Salaries | 52 14 | 2750 | |
| | | | 3017 | |
| | | | 16328 | |
| | | | 19345 | 19345 |
| | | | | 16328 |
| 8/8 | Bal | | | |
| | Extra Salaries | 53 14 | 5000 | |
| | | | 5000 | |
| | | | 11328 | |
| | | | 16328 | 16328 |
| | | | | 11328 |
| 8/9 | Bal | | | |
| | Extra Salaries | 54 14 | 2250 | |
| | | | 2250 | |
| | | | 9078 | |
| | | | 11328 | 11328 |
| | | | | 9078 |
| 8/10 | Bal | | | |
| | Leigh R. Smith | 55 215 | 10 | |
| | " " " | " 234 | 300 | |
| | " " " | " 239 | 30 | |
| | Extra Salaries | 56 14 | 4950 | |
| | | | 5290 | |
| | | | 3788 | |
| | | | 9078 | 9078 |
| | | | | 3788 |
| 8/12 | Bal | | | |
| | Ex Salaries | 57 14 | 2900 | |
| | | | 2900 | |
| | | | 888 | |
| | | | 3788 | 3788 |
| | | | | 888 |
| 8/13 | Balance | | | |
| | Extra Salaries | 58 14 | 750 | |
| | | | 750 | |
| | | | 138 | |
| | | | 888 | 888 |
| | | | | 138 |
| 8/14 | Balance | | | |
| | CR 1460 | | | 962 |
| | Extra Salaries | 59 14 | 600 | |
| | | | 600 | |
| | | | 500 | |
| | | | 1100 | 1100 |
| Bal 8/19 | | | | 500 |

16-78

Customer's Draft.

# Continental National Bank
OF LOS ANGELES

Los Angeles, Cal. July 8th 1918

On Demand Pay to the

order of Continental National Bank of Los Angeles $2505.00

Two hundred five 00/100 Dollars

12266

Value received and charge the same to account of

To Mark Producing Corp'n
Broadway & 42nd St
New York N.Y.

Paid 5/18/

A. K. Schulz

WITH EXCHANGE

SYDENHAM LITHO CO. LOS ANGELES

JAMES GAY GORDON
ALBERT H. HARRIS
HENRY J. REBMAN
JAS. GAY GORDON, JR.
ALLEN S. MORGAN
CHARLES C. GORDON

LAW OFFICES OF
JAMES GAY GORDON
710-723 NORTH AMERICAN BUILDING
BROAD AND SANSOM STREETS
PHILADELPHIA

July 8th, 1918.

Dear Mr. Banzhaf:-

I enclose you two letters - the first an original letter from Deputy Attorney General Kun, received this morning, and second, a copy of my reply to him, sent this afternoon. I send these letters along that you may see just the state of the transaction. I feel scarcely any doubt that Mr. Kun will agree to the suggestion of my letter, and make the fine $200.00, though, as he says, $350.00 is the minimum fixed by statute. I feel very sure if he has discretion in the matter - and I think he has - he will exercise the discretion in favor of the lower amount. I will let you know promptly his answer so that, as I have suggested in my letter to him, the check may, for the amount agreed upon, be promptly forwarded and the settlement effected.

Very truly yours,

James Gay Gordon

To:

Albert H. T. Banzhaf, Esq.,
#1 Rector Street,
New York City,
N. Y.

P. S. Please return me Mr. Kun's letter.

July 8th, 1918.

My dear Mr. Kun:-

I have your letter of this day's date wherein you suggest the adjustment of the fines chargeable against my client in the matter of the "Hearts of the World" film now exhibiting at Pittsburgh, at the sum of $350.00. Your letter has surprised me and I, therefore, venture to recall to your mind the conversation we had upon this subject at the time the complaint was made of the irregularity in the matter of the Pittsburgh exhibition. This irregularity being wholly accidental, and there being no intention to avoid any requirement of the law upon the part of my client, as evidenced by their action at all other places of exhibition, it was your opinion at that time that a fine of $200.00 would adequately meet all the requirements of penalty for a purely technical fault or neglect. I communicated all this to my client and got Mr. Banzhaf to immediately come on here from New York and see you, first telling him that there would have to be a payment of $200.00 for the dereliction of the exhibitors at Pittsburgh. His call upon you and subsequent action were all founded in the belief that the penalty would not be more than the sum I have referred to. I feel sure as you jog your memory you will recall the accuracy of the statements I have made.

In view of all the facts, am I asking too much in trusting that you will adhere to the sum of $200.00 as we had agreed

upon, and not exact a severer penalty for so light and inadvertent an offence. I should not like to be put in an ambiguous position with my client, and if I receive a favorable response to this letter, I will at once write and request the immediate remittance of a check in order that the wholly unnecessary incident may be promptly closed.

Sincerely yours,

To:

The Honorable,
Joseph L. Kun,
508 Lincoln Building,
Philadelphia,
Pennsylvania.

COMMONWEALTH OF PENNSYLVANIA

Harrisburg,

July 8th 1918.

In re: "Hearts of the World" -Pittsburg.

Hon. James G. Gordon,

701 N. American Bldg.,

Philadelphia, Pa.

Dear Judge:

I am pleased to advise you that after consultation I am in a position to adjust the large number of fines chargeable in this matter, for the sum of $350.00 which is the minimum fine for one showing.

I await your pleasure in the matter.

With best wishes, I am

Very truly yours,

(signed) JOSEPH L. KUN.

JLK/C

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

JAMES GAY GORDON
ALBERT H. HARRIS
HENRY J. REBMAN
JAS. GAY GORDON, JR.
ALLEN S. MORGAN
CHARLES C. GORDON

LAW OFFICES OF
JAMES GAY GORDON
710-723 NORTH AMERICAN BUILDING
BROAD AND SANSOM STREETS
PHILADELPHIA

July 9th, 1918.

Dear Mr. Banzhaf:-

I received this morning from Mr. Kun, the Deputy Attorney General, a letter in reply to mine of yesterday, a copy of which latter letter I sent you. Mr. Kun's letter of this morning is as follows:

> "I am in receipt of your letter of this date relative to my suggestion as to the settlement of the fines chargeable in the above matter, for the sum of $350.00. It was because of my assumption that the violation was inadvertent that I made the suggestion to you at your office, that if your clients would promptly comply with the requirements of the Board of Censors, and the Censorship Act, the matter could be adjusted by the payment of a fine of about $200.00. Acting under your instructions your clients did promptly make the necessary application for certificate of approval and temporary seals were issued forthwith. In taking up the consideration of the amount of fines to be imposed for the violation I found that while technically the amount could be run up to a few thousand dollars, I felt under the circumstances that full justice would be done by the State if a minimum fine were paid and this I found to be $350.00, which sum I accordingly suggested. I must frankly admit however, that I did not at the time recall my previous suggestion of $200.00, and while I do not regard the circumstances under which I made it, as entirely binding on me, in view of the fact as you stated in your letter that you acted upon the faith thereof and have tentatively arranged with your clients for the payment of that sum in settlement of the matter, such disposition of the case will be agreeable. You may accordingly send me a check drawn to the order of the State Treasurer for the sum of $200.00 in full settlement."

In view of the foregoing, I advise that a check for $200.00 in full settlement be sent to the State Treasurer at once.

Please advise me.

Sincerely yours,

James Gay Gordon

To:
Albert H. T. Banzhaf, Esq.,
#2 Rector Street,
New York City, N. Y.

Warp

July 9th 1918.

Bellvue-Stratford Hotel,

Philadelphia, Pa.

Gentlemen:

Will you kindly advise me if the bill which I paid under date of June 28th, 1918 for my room rant included the entire charge against said room for said evening, as I had a guest with me at the time, a Mr. Joseph L. Kun.

If there is any charge against Mr. Kun on your books for said date I wish you would forward the bill to me, and oblige

Very truly yours,

AHTB/D

E. W. GRIFFIN COLLECTION
MUSEUM OF MODERN ART

Wait.

July 9th 1918.

Mr. Adolph Marks,
106 N. La Salle Street,
Chicago, Ill.

Dear Mr. Marks:

On a recent trip to Washington I learned that the administration have been opposed to anything that may stir up any racial feeling against any people at this time.

I therefore not alone deem it advisable, but expedient that we take no action to test any laws upon the subject, and I would therefore respectfully request that you do nothing in the matter until you hear from me further.

I regret that I cannot try out the act in question at this time, but we certainly will have to come to it in the not distant future, and we, no doubt, will be able to attack this legislation by some other method.

Thanking you again for your courtesies in this matter and others, I remain with best regards

Very sincerely yours,

AHTB/D

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

July 9th 1918.

Mr. William Webster,
137 South Wells Street,
Chicago, Ill.

My dear Mr. Webster:

Our mutual friend, McCarthy, has handed me your letter of the 2nd inst. relative to your interview with Adolph Marks, of your City, for attention.

The understanding I had with Mr. Marks was, that the expense of the proposed action was to be limited, so likewise was his charge for services to be limited. However, as you have so frankly written regarding the situation, I take it that a word to the wise is sufficient, and that we should therefore not proceed with the matter in hand for the present at least. I am therefore writing Mr. Marks of our conclusion in the matter, so that he may be fully advised thereof.

I want to thank you personally for your very courteous letter and for your frank treatment of the situation, I remain with very best regards from McCarthy and the rest of the office force,

Very truly yours,

AHTB/D

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

LIBRARY OF CONGRESS
COPYRIGHT OFFICE
WASHINGTON

IN REPLY QUOTE FILE
NO. AND ADDRESS
ALL COMMUNICATIONS
"REGISTER OF COPYRIGHTS"
RCD-ARM

July 10, 1918

Dear Sir:

The Copyright Office has now received from Mr. D.W. Griffith the required request signed by him as claimant of copyright for the return of the copies of the motion picture photoplay "HEARTS OF THE WORLD" to you. The copies are sent today by express.

Respectfully,
THORVALD SOLBERG,
Register of Copyrights.

By Arthur Crisfield
Assistant Register of Copyrights.

✓ Mr. A. L. Grey,
C/o A.H.T.Banshaf,
2 Rector Street,
New York, N.Y.

---

California Standard Clause No. 43

Please attach to Policy

FOR POLICY.

## WATCHMAN WITH WATCHMAN CLOCK WARRANTY.
## FOR SPECIAL HAZARDS AND MANUFACTURING RISKS.

Warranted by the insured that a watchman with watchman clock shall be employed, and due diligence used to keep a continuous watch in and immediately about the premises at night and at such other times, including Sundays and holidays, as the property insured may be shut down or not in operation. Nothing in this warranty shall be construed as a permit to shut down or cease operations for a longer period than is permitted by the conditions of this policy.

A breach of this warranty shall render this insurance null and void.

Attached to policy No. 1607612 of the Commercial Union Assurance Co.

Dated July 10th, 1918.

J. W. Kays Company, Inc.

By W. H. Campbell Agent.

FAMOUS PLAYERS - LASKY CORPORATION

485 FIFTH AVENUE MURRAY HILL 8500 CABLE ADDRESS FAMFILM NEW YORK CITY

LEGAL DEPARTMENT
ELEK JOHN LUDVIGH
ARTHUR S. FRIEND
HAROLD MINOT PITMAN
RALPH A. KOHN
COUNSEL

July 10, 1918.

Mr. D. W. Griffith,
Hotel Alexandria,
Los Angeles, Cal.

My dear Mr. Griffith:

I enclose three copies of proposed agreement with Mr. Lessor's Company for "Hearts of the World" for Minnesota and ten other western states.

Hoping the same is satisfactory, I am

Yours very truly,

E J Ludvigh

EJL/TA
Encs.

Beach

9/6/18 3000.00 check received, cashed by ECB + applied as follows:

4/8/19. Clipping has the letter in which Lessen acknowledges the 1223.32 balance due. JCE will return it to me. Received back 5/1/19

July 11, 1918

All Star Feature Distributors,
191 Golden Gate Ave.,
San Francisco, Cal.

To D. W. Griffith Studio, Dr.

| | | | | |
|---|---|---|---|---|
| 1 | Copy Hearts of the World delivered to S. A. Powell - 13303 feet @ 8¢ | | 1064.24 | |
| 1 | Copy Hearts of the World delivered at San Diego - 13303 feet @ 8¢ | 1064.24 | | |
| | Less 1/3 depreciation | 354.75 | 709.49 | |
| 1 | 3¼" H.E.N.P. 32 S & W Revolver (Bill attached) | | 17.50 | |
| | Shadow box, picture screen, and noise effects (half price) | | 500.00 | |
| 1 | Type S Simplex M.P. Machine | | 300.00 | |
| 1 | Music Trunk | | 16.50 | |
| 1 | Special Film Trunk | | 15.00 | |
| 18 | 2000-ft B & H Reels @ 2.50 | | 45.00 | |
| 50 | 7/8 x 12" carbons | .15 | 7.50 | |
| 100 | 5/8 x 12" " | .06½ | 6.50 | |
| 20 | 3/8 x 6" Silver tip carbons | .05¼ | 1.05 | |
| 12 | 5/16 x 6" " " " | .04½ | .54 | |
| 2 | Gals oil | 2.50 | 5.00 | |
| 2 | Intermittent movements | 5.00 | 10.00 | |
| 2 | 3½" Gunlach lenses | 12.00 | 24.00 | |
| 2 | 4¼" " " | 12.00 | 24.00 | |
| 10 | Condensers | 1.25 | 12.50 | 91.09 |
| 5 | Boxes containing 2 frames each 10 frames - - - - - - | 7.00 | 70.00 | |
| 5 | boxes - - - - - - | 2.00 | 10.00 | |
| 3 | 30 x 60 frames of enlargements | 1.50 | 4.50 | |
| 4 | 30 x 40 frames of enlargements | 1.00 | 4.00 | |
| | Photo enlargements for above | no charge | | |
| 4 | Mats of enlargements | no charge | | 88.50 |
| | Supplies per bill of Pacific Amusement Supply Co. attached - - - - - - - - - - - - - - | | 71.00 | |
| | Forward - - - - - - - - - - - - | | 2918.32 | |

Entered onto our books by JE #127

| | | |
|---|---|---|
| **Brought Forward - - - -** | | **2918.32** |
| **Cable to picture booth - - - - - - - - -** | **45.00** | |
| **Switch box for picture booth - - - - - -** | **35.00** | |
| **Lights in booth - - - - - - -** | **10.00** | |
| **Signal box & cable for same on stage - -** | **50.00** | |
| **Plugging box, cable, lugs, etc - - - - - -** | **45.00** | |
| **15 Music stands with cable connections etc** | **120.00** | **305.00** |
| | | **3223.32** |

cr Hoff N, NY

3223.32
2000.00
1223.32

3134.82
1911.50
1223.32

Less Invoices hereon paid direct by EEB from returns on this bill which invoices were never run through our books

Harper & Reynolds Invoice 5/15/18 17.50
Pacific amusement supply Co 5/18/18 71.00 — 88.50

Due DW Griffith Studio on this invoice — 3134.82

28347.82
29723.9
29723.9

1911.50
1061.09

3134.82

D Hoff N 9/16/18 30 —
J Voucher 127 1773.73
" " 288. 1061.09
2834.82
270.00
3134.82

Recd hereon 1911.50 (See deposit 11/22/18 Rpt # 84 11/23/18)
The difference between the actual receipts hereon (2000.00) and the amount deposited (1911.50) or 88.50 went to pay direct the invoices of Harper & Reynolds Co of 17.50 & Pacific amusement supply Co of 71.00.
The balance due on this bill (1223.32) liquidated on our books by turning it over to Hoff N NY by JE # 208 & our acc Rec from Hoff N NY on this item resulting from that JE (#208) was liquidated in its turn by JE # 209. And Epping's letter 4/26/19 says he got settlement from lessee. Hence this bill in its entirety now 5/1/19 a closed book.

July 11th 1918.

Mr. J. A. Manning,
Manager "Hearts of World"
National Theatre,
Washington, D. C.

Dear Mr. Manning:

I acknowledge receipt of your check for $4.75 and wish to thank you therefor.

Enclosed herewith please find receipted bill.

Very truly yours,

D

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ANTONIO MOSCO

to

COSTANTINO POTSIOS

Power of Attorney

AUTHENTICATED COPY

File No. 2643

POWER OF ATTORNEY

- - - - - - - - - - - -VICTOR EMMANUEL THIRD- - - - - - - - -

By the grace of God and the will of the nation

KING OF ITALY

On the 11th day of July, in the year 1918, at Via Firenze No. 48 in Rome, before me Pietro Placidi of the late Antonio, notary duly registered in the Notarial College for the City of Rome and residing in Rocca Priora; personally appeared before me Mr. Antonio Mosco of the late Giorgio merchant and manufacturer born at Smyrne and residing at No. 11 Tibullo Street, Rome, Italy, as the legal representative of the firm of Gaytis & Mosco with main office at Athens.

The person so appearing and of whose personal identity I am certain renounces, with my consent, to the intervention and assistance of witnesses to this act and dispenses me therefrom.

The said Antonio Mosco with the present act appoints and constitutes as his attorney in fact Mr. Costantino Potsios of the late Giorgio, to act in his name and stead and to enter into contracts for the purchase of merchandise in the United States, to fix the price therefor and to pay for same only when he has been so directed by cable from the principal; to make sales of merchandise, to fix the price and to collect payment for same whenever he has received authority by cable from said principal; to make deposit in Banks and Banking Institutions, to withdraw and to give release for same, to receive from any post office in North America payment of ordinary money orders and also telegraphic money orders and to receive from said offices registered and insured letters and parcels.

In case of any dispute, my said attorney is authorized to employ lawyers to act before any judicial or administrative authority giving them ample powers to act as such.

The principal hereby holds as valid and ratifies the acts of the said attorney hereby appointed, without any further ratification.

At his request, I the notary, have had the present act written by person of my trust and confidence and was subscribed by the principal and by me the notary.

Before subscribing same the foregoing act has been read to the principal, who on being asked, has declared that the foregoing is his voluntary act and deed.

The foregoing act is written on one sheet of paper on three pages of the paper less three lines.

(signed) Antonio Mosco

Pietro Placidi,
Notary
Residing in Rocca Priora

---

Cost Lire 19.40

(signed) P. Placidi, Notary

---

Registered at Frascati the 12th day of July, 1918, Volume 67, No. 26 of Public Acts. Paid Lire 8.10 for registration tax and Lire .50 as office fee;

Signed by D'Alessandro, cashier

---

Copy compared with the original which has been issued at the request of Antonio Mosco to be used for all legal means.

Dated July 12th, 1918.

(signed) Pietro Placidi, Notary Public residing in Rocca Priora

(seal of the notary)

Certified as to the signature of Notary Pietro Placidi.

Rome, July 13, 1918.

President,
T. Arnaldi

J. Zuciucce,
Clerk.

(Stamp and seal of the Court.)

Minister of Grace and Justice and of Religion for the certification of the signature of Arnaldi.

July 13th, 1918.

G. Azzariti

(Stamps and Seal of Minister of Grace, Justice, etc.)

Minister of Foreign Affairs. It is hereby attested the authenticity of the signature of Mr. Azzariti.

Rome, July 13, 1918.

By order of the Minister.

V. Morone

(Stamps and Seal)

Kingdom of Italy, )
City of Rome, ) SS.:
Consulate of the United States of America )

I, the undersigned Francis B. Keene, Consul General of the United States of America at Rome, Italy do hereby certify that V. Morone who has signed and sealed with the official seal of office the annexed authentication of signature was at the time of so doing and is the duly appointed representative of the Ministry of Foreign Affairs of Italy.

That the signature thereto as such is true and genuine and is entitled to full faith and credit.

In witness whereof I have hereunto set my hand and affixed my official seal this 13th day of July, 1918.

Francis B. Keene
Consul General of the United States
at Rome, Italy.

(U.S. Stamps and Seal)

THIS AGREEMENT, made the 12th day of July, 1918, by and between DAVID W. GRIFFITH, hereinafter referred to as the "Lessor", party of the first part, and ALL STAR FEATURES DISTRIBUTORS, a California Corporation, hereinafter sometimes referred to as the "Lessee", party of the second part,

W I T N E S S E T H :

WHEREAS, the Lessor has produced and copyrighted a motion picture entitled "Hearts of the World", and

WHEREAS, the Lessee desires to acquire the exclusive right of distribution and exploitation of said motion picture production, in the territory hereinafter described, and for the time and upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the premises, and of the mutual covenants and agreements herein contained, the parties hereto do covenant and agree as follows:

FIRST: The Lessor hereby grants to the Lessee the sole and exclusive right, subject to the performance of the terms and conditions required to be performed by said Lessee, to distribute or exploit the aforesaid motion picture production, entitled "Hearts of the World" (but only in a dignified manner commensurate with the artistic qualities of the production, as prepared by the Lessor, and with appropriate musical accompaniment) in the States of Texas, Oklahoma, Arkansas, Missouri, Kansas, Iowa, Nebraska, Minnesota, North Dakota, South Dakota and Wisconsin, and not elsewhere, for a period of

ten (10) years from the date hereof.

SECOND: The Lessee shall not distribute or exploit such motion picture production within the territory hereinbefore specified, other than:

(a) Directly with exhibitors and under written contract, a correct copy of which, in each instance, shall immediately upon execution, be furnished to the Lessor, or

(b) By direct exhibition thereof in theatres hired by the Lessee (either at a flat rental, or on a rental based on a percentage of the receipts) and under written contract, a correct copy of which, in each instance, shall immediately, upon execution, be furnished to the Lessor.

(c) The Lessee may sell individual state rights provided he first obtains from the lessor the lessor's telegraphic or other written consent thereto. Settlements on account of sale of individual state rights shall be made immediately between the lessee and the lessor.

THIRD: The lessee shall pay to the lessor in the manner hereinafter set forth, for the territorial rights hereby granted, the sum of One Hundred Thirty-five Thousand Five Hundred ($135,500.00) Dollars and a sum equal to twenty-five (25%) Percent of the profits of the lessee from the distribution and exploitation of the said production, as said profits are hereinafter defined.

The One Hundred Thirty-five Thousand Five Hundred ($135,500.00) Dollars aforementioned shall be paid as follows: Twenty Thousand ($20,000.00) Dollars which has heretofore been received; Sixty Thousand ($60,000) Dollars upon the execution of this agreement, receipt whereof is hereby acknowledged; Fifty-five Thousand Five Hundred ($55,500.00) Dollars by post-dated check delivered to the Lessor at the time of the execution of this agreement, which post-dated check shall be dated twenty-one (21) days after the date of the signing of this contract.

The lessee represents and stipulates as an inducement to the lessor to enter into this agreement, that said check will be met upon presentation, and is good, and in the event that any check or draft forming part of the aforesaid sum of One Hundred Thirty-five Thousand Five-Hundred ($135,500.00) Dollars is not paid upon presentation, it is stipulated that upon protesting such check or draft, all future rights of the lessee in, to and under this contract, shall at the option of the lessor be terminated, and all moneys theretofore paid shall be retained by the lessor as liquidated damages.

FOURTH: The lessor further agrees as long as the negative is in existence to furnish to the lessee prints or parts of prints of said production, during the life of this contract, at the rate of eight cents per linear foot, but such prints or parts shall be used only in the continuity as furnished by the lessor.

Every print is to be returned to the lessor at his option, ten years from the date hereof; and if lost or destroyed the lessee shall supply affidavits covering the cause of its loss or destruction.

The Corporation assumes existing booking contracts in the territory above described, and agrees to pay all preliminary expenses in connection with such booking contracts.

FIFTH: The lessee covenants and agrees that neither the lessee nor the agents, servants or employes of said lessee, will, with its knowledge, copy or duplicate said film or any portion thereof, or permit the same to be copied or duplicated, and that neither the lessee nor the agents, servants or employes of said lessee, will, with its knowledge, exhibit or cause to be exhibited any of said films in any territory other than that covered by this agreement, and that the lessee will use every effort to enjoin and restrain the use of any copy of said production, not authorized by the lessee to be exhibited within the territory aforesaid.

SIXTH: The lessee further agrees, in the event of the loss or destruction of any film, to notify the lessor by telegram or telephone forthwith.

SEVENTH: The lessor will supply the lessee with lithographs of the said production at the usual schedule of prices at which the same are supplied by the lessor from time to time to any distributing medium of said motion pictures within the United States, and the lessee agrees not to use or knowingly permit to be used,

within the territory hereinbefore described, any lithographs not supplied by the lessor or any advertising matter not approved by it.

EIGHTH: The lessor, in addition to the aforementioned sum of One Hundred Thirty-five Thousand Five Hundred ($135,500.00) Dollars, shall be entitled to a sum equal to twenty-five (25%) percent of the profits of the lessee from the distribution and exploitation of said motion picture in said territory. Before determining the profits hereunder, there shall be deducted from the net receipts of the lessee, from the distribution and exploitation of said production, an amount equal to thirty (30%) per cent of the said net receipts, which shall be allowed to the lessee for cost and expense of distribution. From the remaining seventy (70%) per cent the lessee shall retain a sum equal to One Hundred Thirty-five Thousand Five Hundred ($135,500.00) Dollars, the sum aforesaid advanced in accordance with the provisions of Paragraph Third herein. When he has repaid himself this sum, then and thereafter he shall pay to the lessor weekly as herein provided, twenty-five (25%) per cent of the profits.

In determining the net receipts the following provisions shall be observed:

(a) Where contracts are made with exhibitors, net receipts shall consist of the gross rentals paid by such exhibitors.

(b) Where the lessee exploits said production directly in a theatre, the net receipts shall consist of

the gross or box office receipts, less sums actually paid for rental, music, theatre employees, light and advertising, and usual expenses incurred in conducting road shows.

(c) Where the lessee exhibits said production in a theatre on a percentage basis, the net receipts shall be the actual amount received by the lessee as the lessee's share of the gross receipts less usual expense incurred in conducting road shows.

In neither event shall any overhead charge be made except as provided above, i. e., thirty (30%) per cent of net receipts, it being the intention, except as in this paragraph specifically provided, that the lessee shall pay all expenses of whatever nature, necessary to distribute and exploit said production.

NINTH: Up to and including the first day of July, 1920, the production aforesaid shall be exhibited only at a scale of prices running from twenty-five (25¢) cents to one ($~~1.00~~ 1.50) Dollar and fifty cents for evenings and twenty five cents to one Dollar for matinees or more, and the lessee shall suitably provide in contracts with exhibitors for the enforcement of this scale of prices.

TENTH: The lessee shall, on Saturday of each week, subsequent to the delivery to said lessee of the prints of the production aforesaid, mail to the lessor an itemized statement of the gross receipts for each set of said prints, for the week ending at midnight on the Saturday preceding said date of mailing. Where said production is being exploited in the manner described in

subdivision (b) or (c) of paragraph Eighth hereof, the lessee shall furnish to the lessor daily and weekly copies of box office statements.

The lessee shall at all times afford access to the lessor or his representatives, at all reasonable hours, to all of the accounts, books, records and vouchers of the lessee, relating to the distribution and exploitation of the prints of said motion picture.

ELEVENTH; The lessee shall use only such advertising matter as shall be furnished or approved by the lessor, and the lessee shall purchase from the lessor such heralds and advertising matter, at the usual schedule of prices at which the same are supplied by the lessor from time to time to any distributing medium of said motion picture within the United States.

All lithographs, heralds and other advertising matter and accessories sold by the lessor to the lessee, shall be resold by the latter at an advance not exceeding thirty-three and one-third (33-1/3%) percent on the price at which the same are sold to the lessee.

TWELFTH: It is understood and agreed that the positive prints which shall be delivered to the lessee hereunder, shall be used by said lessee only in accordance with the express provisions hereof, and shall not be shipped or used outside of the territory hereinbefore specified, and the title thereto shall be and at all times remain in the lessor; and said production shall not be exploited as part of a "program" as the same is

understood in the motion picture industry.

THIRTEENTH: The lessee shall not act or hold itself out as the agent of the lessor, and nothing herein contained shall be construed to constitute a partnership between the parties hereto.

FOURTEENTH: This agreement shall not be assigned by the lessee, without the prior written consent of the lessor.

FIFTEENTH: In the event of the failure of the lessee to pay to the lessor any money agreed to be paid to the lessor by any provision of this agreement, the lessor shall have the option of terminating the rights herein granted to the lessee by giving ten (10) days notice by registered mail to said lessee, and thereupon, upon the expiration of the time specified in such notice, unless such money is meanwhile paid, such rights shall immediately cease and determine; it being distinctly agreed that the waiver of any default in payment in any instance shall not operate as a waiver in any other instance.

SIXTEENTH: In the event of the breach by the lessee of any of the other conditions in this agreement contained, or in the event of the filing of a petition in bankruptcy by or against the lessee, the lessor may call the attention of the lessee to such breach by registered mail, and if such breach does not cease or is not remedied within ten (10) days after the mailing of such notice, the lessor shall have the option of terminating the rights herein granted to the lessee by giv-

ing five days notice by registered mail to the lessee, and thereupon, upon the expiration of the time specified in such notice, such rights shall immediately cease and terminate; it being distinctly agreed that the waiver of any breach in any instance shall not operate as a waiver in any other instance.

SEVENTEENTH: In the event of the termination of the rights of the lessee as set forth in paragraphs "Fifteenth" and "Sixteenth", hereof, such rights shall immediately revert to the lessor, and the lessee shall forthwith return to the lessor all positive prints and all unused advertising matter relating thereto, which shall have been delivered to the lessee hereunder; it being understood and agreed that the termination of the rights herein granted in the manner hereinabove provided, shall not constitute a waiver of any right,claim or remedy of the lessor, by reason of such breach.

EIGHTEENTH: The lessor shall not directly or indirectly distribute or exhibit said picture in said territory during the term of this agreement.

NINETEENTH: All notice hereunder may be addressed by either of the parties hereto to the other, as follows:

To David W. Griffith, at ~~New Century Theatre~~ 720 Longacre Bldg, New York City.

To All Star Features Distributors, San Francisco, California.

IN WITNESS WHEREOF, the parties hereto have

caused these presents to be duly executed the day and year first above written.

[illegible]

All Star Features Distributors Inc

Joe Gisser

Pres.

PHILADELPHIA CABLE ADDRESS "BELLEVUE, PHILADELPHIA"
NEW YORK CABLE ADDRESS "WALDORF, NEW YORK"

THE WALDORF

THE BELLEVUE-STRATFORD, PHILADELPHIA.
THE WALDORF-ASTORIA, NEW YORK.

THE ASTORIA

# The Bellevue-Stratford,

*Philadelphia* July 12th, 1918. 19

Mr. Albert H. T. Banzhaf,
#2 Rector Street,
New York, N. Y.

Wal P

Dear Sir:

We thank you for the courtesy of your letter of July the ninth, and hasten to assure you that the payment you made included the charge against Mr. Kun.

Assuring you of our appreciation of your patronage, we are, at your further service,

Very truly yours,

THE BELLEVUE-STRATFORD HOTEL.

I. F. Daley

IFD/D

War

July 12th 1918.

James E. Gordon, Esq.,
701 North American Bldg.,
Philadelphia, Pa.

My dear Judge:

I have your favors of the 8th and 9th inst. relative to the Pittsburgh penalty matter, together with copy of your communication to Kun and his reply to you. In answer thereto I beg to enclose herewith check to the order of the State Treasurer Penn. for $200. as per your instructions, which is to be in full settlement of penalties incurred at Pittsburgh.

I want to thank you for your thoughtfullness in having the penalty reduced and the neat way it was done.

I re-inclose, as per your request, Kun's letter to you under date of July 8th 1918.

With kindest regards, I remain

Very truly yours,

AHTB/D
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

# FAMOUS PLAYERS - LASKY CORPORATION

485 FIFTH AVENUE MURRAY HILL 8500 CABLE ADDRESS FAMFILM NEW YORK CITY

OFFICE OF EMIL E. SHAUER
ASSISTANT TREASURER

July 13th, 1918.

Mr. Albert H.T. Banzhaf,
#2 Rector Street,
New York City.

Dear Mr. Banzhaf:

I am enclosing herewith copy of the cablegram which I received to-day relative to the sale of "HEARTS OF THE WORLD" for Canada.

To my mind there is an inconsistency in the terms, viz., the sale at £8250 including six copies is followed by a statement later on in the cable calling for the payment of 5¢ per foot on delivery of the prints to the purchaser in New York. I know from the talks I have had with Mr. J.J. Allen that he was under the impression that the six prints were included in the price of £8250.

Very truly yours,

FAMOUS PLAYERS-LASKY CORPORATION

Asst. Treas.

EES:S

"copy"

Price, Waterhouse & Co.
Los Angeles, Calif.

July 13, 1918.

Frank A. Garbutt, Esq.,
201 Occidental Blvd.,
Los Angeles, Calif.

Dear Sir:-

D. W. GRIFFITH STUDIO
"HEARTS OF THE WORLD"

In accordance with your instructions we have made an examination of the expenditures relative to the above picture to May 25 1918 which may be summarized as follows:

| | | |
|---|---|---|
| **Cost of the picture:** | | |
| Foreign expenses, as per agreement | | $75,000.00 |
| Los Angeles Studio expenses: | | |
| Production | + $184,312.85 | |
| Administration | 25,004.93 | |
| Developing negative and printing sample print | 7,444.23 | |
| Packing and shipping | 147.88 | 216,909.89 |
| | | 291.909.89 |

In addition to the above, there has been expended on POSITIVE PRINTS:

| | | |
|---|---|---|
| Film | 27,615.91 | |
| Manufacturing expenses 15,766.19 | 8,321.96 | 35,937.87 |
| Making a total of - - | | 327,847.76 |

and the Famous Players-Lasky Corp., New York, Have reported the following advances which are not taken up on the studio books:

| | | |
|---|---|---|
| Famous Players Film Co., Ltd., London: | | |
| October 23 1917 D. W. Griffith | 28,578.00 | |
| Jan. 24, 1918, J. C. Graham | 407.64 | |
| | 28,985.64 | |
| Famous Players-Lasky Corp., New York | | |
| May 22 1918 Morris Gest (exploitation) | 20,000.00 | |
| Payment made Capt. Kleinschmidt | 16,000.00 | 64,985.64 |
| Total cost of picture to May 25 1918 - | | 392,833.40 |
| Expended on equipment, etc. | | 5,561.38 |
| Total expenditures | | 398,394.78 |

320,895.53

216,909.89
8,321.96 Mfg.
5,561.38 Equip.
230,793.23
3429.38 Adj. 01
224,222.61

P W Commission 484.80
398,879.58
20.000
378,879.58
35937.87
342,941.71

Copy



which were made from funds secured from the following sources:

| | | | |
|---|---|---|---|
| Advances made by the Famous Players-Lasky Corporation- | | | |
| London and New York | | $233,320.81 | |
| Los Angeles: | | | |
| Film | $ 9,280.74 | | |
| Cash May 11th to 18th | 20,000.00 | 29,280.74 | |
| Advances made by D.W.Griffith | | 113,977.47 | |
| Cash drawn for First Artcraft picture (D-1) used for "Hearts Of The World". | 25,446.11 | | |
| Less expenses charged to "Hearts Of The World" applicable to "D-1" | 3,429.38 | 22,016.73 | |
| Accounts Payable - - - - - - - - - - | | 6,091.09 | 404,686.84 |
| Less: | | | |
| Sundry accounts receivable | | 6,281.93 | |
| Petty cash on hand | | 10.13 | 6,292.06 |
| | | | 398,394.78 |

262,601.55
Cash 20,000
242,601.55
22,016.73
264,618.28
20,000
384,686.84
484.80
388,729.58

We are informed that an agreement was entered into between Mr. Griffith and Mr. Zukor to the effect that the Famous Players-Lasky Corporation would advance Mr. Griffith $75,000.00 to cover all costs of "Hearts Of The World" prior to the commencement of work thereon at the Los Angeles studio and should such advance be in excess of the actual expenditures, the difference was to be considered as Mr. Griffith's salary to that time. We note, however, that in addition to the amount mentioned above there is included in the costs $28.985.64 advanced by Famous Players Film Co., Ltd., for which no vouchers or other details have been produced and consequently we are not in a position to state whether the latter advances are proper charges to the cost of the picture.

In support of the Los Angeles studio expenses we have examined invoices, payrolls, cancelled checks, etc., which, subject to the following comments, appeared to be in order.

An Arbitrary adjustment was made on the books of the expenses for five weeks from January 19th to February 6th, 1918 inclusive as follows:

copy

F. A. Garbutt, Esq. #3. July 13, 1918.

| | |
|---|---|
| Total expenditures for above period, originally charged to "Hearts Of The World" | $47,242.16 |
| of which there was considered as directly applicable to that picture. | 13,324.39 |
| Leaving an amount considered applicable to both "Hearts Of The World" and "D-1" | $33,917.39 |

WHICH WAS DIvided on the basis of the days actually photographing on picture "D-1" i.e., if D-1 were photographing two days in the week, 2/6 of the expenses for that week were charged to D-1.

| | |
|---|---|
| "D-1" | $14,851.30 |
| "Hearts Of The World" | 19,066.47 |
| | $33,917.77 |

We have already reported under date of May 28 1918 concerning a further adjustment between these two pictures for the four weeks from March 24 to Apr. 13, inclusive, which has been given effect to in the above figures.

During the periods under review Mr. Griffith's salary has been paid irregularly at the rate of $2,000.00 per week. Such amounts as have been paid have been charged as follows:

| | "Hearts of the World" | "D-1" |
|---|---|---|
| November 11 to 24, 1917 (inclusive) | $ 4,000.00 | |
| December 1 1917 to Jan. 5 1918 " | 10,000.00 | |
| February 3 to 9 1918(inclusive) | 1,333.33 | 666.67 |
| " 10 to 16 " " | 1,000.00 | 1000.00 |
| " 17 to 23 " " | | 2000.00 |
| " 24 to Mar. 2 1918" | 1,333.33 | 666.67 |
| | $17,666.66 | $ 4333.34 |

We have transferred from the cost of "Hearts of the World" items of equipment aggregating $509.13 and items which appear to be applicable to picture "D-1" aggregating $3,429.38. This latter amount is caused principally by the adjustment of idle time for the four weeks from March 24 to April 13, 1918.

It might be mentioned that the segregation of manufacturing costs between those applicable to the negative and the sample prints, and

copy.

F. A. Garbutt, Esq. #4. July 13, 1918.

those applicable to positive prints is more or less arbitrary, as these costs were not segregated on the books.

Of the amounts advanced by the Famous Players-Lasky Corporation only $95,000.00 are included in the Los Angeles studio books. These amounts together with the advances by Mr. D. W. Griffith were traced into the bank account.

The sundry accounts receivable consist of the following and are considered good and collectable:

| | |
|---|---|
| Epoch Producing Company | $1,951.53 |
| Advances re-production in New York | 479.26 |
| A. L. Mc Kelvey | 3,695.61 |
| Wark Producing Company | 155.53 |
| | $ 6,281.93 |

We trust the foregoing will meet your requirements, but should you require further details we shall be glad to discuss the matter with you.

Yours very truly,

PRICE, WATERHOUSE & COMPANY.

July 15, 1918

Famous Players-Lasky Corporation

485 Fifth Avenue N.Y.

Dear Mr. Shauer,

Replying to your favor of the 13 inst., beg to advise that I wired Mr. Griffith to advise me in regard to the shipment of four prints, two for London and two more for Canada as per our conversation over the phone this morning, wherein you stated that Allan had wired only for four prints as per London copy. As you have already delivered two to Allan the extra two I have ordered are to fill the balance London shipment.

I also cabled Burlock on Saturday as follows:- "Delivering to London prints to Allan, one in Canada now for censorship. Have Jury cable British Pictorial to expedite five prints to Allan, Canada. Jury should cable confirmation Canadian sale thus avoid misunderstanding."

Very truly yours,

AB/EG

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FAMOUS PLAYERS - LASKY CORPORATION

485 FIFTH AVENUE MURRAY HILL 8300 CABLE ADDRESS FAMFILM NEW YORK CITY

OFFICE OF EMIL E. SHAUER
ASSISTANT TREASURER

July 15th, 1918.

Mr. Albert H.T. Banzhaf,
#2 Rector Street,
New York City.

Dear Mr. Banzhaf:

Enclosed please find copy of telegram from the Famous Players Film Serv. Ltd. of Toronto received by us to-day. I have written them to the effect that their order will be reduced to four instead of six prints.

In accordance with our telephonic conversation of this morning I am relying upon you to wire the coast reducing the number of prints originally ordered by two.

Very truly yours,

FAMOUS PLAYERS-LASKY CORPORATION

E.E. Shauer

EES:S Asst. Treas.

ENCLOSURE

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof. which are hereby agreed to

COPY

July 15th, 1918.

Mr. E.E. Shauer
Famous Players-Lasky Corporation  485 Fifth Avenue

WANT ONLY FOUR PRINTS HEARTS WORLD AT PRESENT  INSTRUCT LOS ANGLES MAKE UP TWO ADDITIONAL PRINTS ENGLISH VERSION  WILL ADVISE YOU REGARDING ORDER FOR LAST TWO PRINTS LATER

FAMOUS PLAYERS FILM SERVICE LTD.

WaP

July 15th 1918.

Mr. Hodgman,
Ft. Pitt Theatre,
Pittsburgh, Pa.

Dear Mr. Hodgman:

I enclose herewith bill for disbursements on my trip to Philadelphia, re: Censorship seals and penalty matter.

Very truly yours,

AHTB/D

# Clune's Auditorium

Theatre Beautiful

W. H. CLUNE presents

# D. W. GRIFFITH'S HEARTS OF THE WORLD

**The Story of a Village**

**An Old-Fashioned Play With a New-Fashioned Theme**

**In Two Parts**

Week of
July 15, 1918

APEX MOTOR OILS

## D. W. Griffith Presents "Hearts of the World"

**The Story of a Village**

**An Old-Fashioned Play With a New-Fashioned Theme—in 2 Parts**

**Scenario by M. Gaston de Tolignac. Translated into English by Capt. Victor Marier. Under personal direction of D. W. Griffith**

**THE CHARACTERS IN THE ORDER IN WHICH THEY APPEAR**

The Grandfather.....Adolphe Lestina
The Mother.....Josephine Crowell
The Girl, Marie Stephenson.....Lillian Gish
The Boy, Douglas Gordon Hamilton.....Robert Harron
The Father of the Boy.....Jack Cosgrave
The Mother of the Boy.....Kate Bruce
The Littlest Brother.....Ben Alexander
The Boy's Other Brothers..... { M. Emmons / F. Marion
The Little Disturber.....Dorothy Gish
Monsieur Cuckoo.....Robert Andersen
The Village Carpenter.....George Fawcett
Von Strohm, German Secret Service Agent....George A. Siegmann
The Innkeeper.....Fay Holderness
A Deaf and Blind Musician.....L. Lowy
A Poilu.....Eugene Pouyet
A French Peasant Girl.....Anna Mae Walthall
A Refugee.....Mlle. Yvetter Duvoisin
(Courtesy Max Duruy, Comedie Francaise, Paris)
A French Major.....Herbert Sutch
A Poilu.....Alphonse Dufort
A Poilu.....Jean Dumercier
Stretcher Bearers..... { Gaston Riviere / Jules Lemontier
A Poilu.....Georges Loyer
A German Sergeant.....George Nichols


# T. F. RUHLAND
## AUTO WORKS

**Automobile Painting**

—Our Paint Department is noted for its superior workmanship.

**Top Building**

—The product of our Top Building Department is equal to the finest in the land.

**1320-1324 SOUTH MAIN STREET**

Phone Main 7662

**Trimming** **Top and Body Repairs** **Blacksmithing**



APEX MOTOR OILS


## SYNOPSIS OF "HEARTS OF THE WORLD"

Two American painters make their home in France. Marie, the daughter of one painter, and Douglas Hamilton, the oldest son of the other, live next door to each other. A natural event is the love between the two.

The Little Disturber, a strolling singer, falls in love with young Douglas also. However this affair does not develop to any disastrous conclusion.

Marie and her lover are in the midst of great preparations for their coming wedding when the Great War begins. Though an American citizen, he gives his life to the service of France.

Marie and her family, left at home, in the village refuse to believe the possibility of danger.

The little French company, a part of the great army of France, however, are beaten back by the great German offensive.

Then follows the overwhelming of the French, the bombardment and destruction of the village. The scenes of the evacuation and of the distress and terror of the villages under the bombardment.

The latter part of the story takes up the village under the German occupation.

In this village Marie and the Little Disturber manage to drag out an existence at the village inn, now in possession of the Huns.

The story relates the suffering, privations and agony of the villagers in their captivity, relating also the preparations for the rescue of the village by the French, the massing of their troops, the intense struggle of the French soldiers to recapture the village and free their loved ones; and the prayers and hopes of the women and children of the village awaiting their deliverance, ascend from cellar and crypt in the stricken district.

BARRAGE—Curtain of fire. A curtain of exploding shells projected over and in advance of charging infantry, protecting it from frontal attacks and concealing its movements.
DUGOUT—A room excavated in the ground and oftentimes in the side of a trench, serving as a shelter from heavy shells, and used as sleeping and living quarters, offices, etc., by the troops. It is covered several yards deep with broken rock, tree branches and earth for protection against heavy shells. The German dugouts generally are very elaborate.
HAND GRENADE—A small bomb thrown with the hand. The thrower releases a spring which lights a fuse. The explosion is timed to occur when the grenade reaches its mark.
RIFLE GRENADE—Similar to the hand grenade in construction, but fitted with a stem which is inserted in the barrel of the rifle. By the explosion of the rifle cartridge, the grenade is projected with great accuracy to a distance of several hundred yards.
HUNS—And Boches—Names given the Germans by the Allies.
POILU—Pet name given the French private soldier.
SHRAPNEL—An explosive shell loaded with pieces of metal, which explodes over the heads of the enemy. Tremendous damage is done by the flying slugs.

Music Arranged by C. D. Elnor

Technical Assistants.....Frank Wortman, Ralph De Lacy, E. S. Lopez, George Baker

**STAFF CLUNE'S AUDITORIUM**

Owner and Manager.....W. H. Clune
General House Manager.....Bert St. John
Director of Publicity.....Gene Doyle
Chief Operator.....Martin Earley
Outside Advertising.....Jack L. Winn
Musical Director and Organist.....William Strobridge

**The patrons of this theater furnished with Arrowhead Spring Water. 1566 East Washington**

**Palms and Flowers Furnished by THE BROADWAY FLORIST, 414½ South Broadway**


PUENTE GASOLINE



# Government Positions
AND
# Commercial Positions

**THOUSANDS OF POSITIONS OPEN NOW**

If you want a REAL POSITION (not a job) make arrangements for your training at

**HOFF'S EXPERT TRAINING SCHOOLS**

THE SCHOOL OF INTENSE INSTRUCTION

**OVER 7000 SUCCESSFUL STUDENTS**

ENTIRE SEVENTH FLOOR GROSSE BLDG.

**Civil Service and All Commercial Departments**

Thirteen Big Schools in One

Finest Equipment. Special Teachers

MOST UNIQUE SYSTEM OF SCHOOLS IN AMERICA

Day and Evening Classes

## ARE YOU OVERWEIGHT OR UNDERWEIGHT?

We will make you normal. No violent exercise and without starvation. No drugs.

**WE CAN AND WILL REDUCE YOUR WEIGHT**
**WE CAN AND WILL BUILD UP YOUR WEIGHT**
**AND IMPROVE YOUR HEALTH AND STRENGTH**

**A Few of Our Patrons**

Dr. A. G. Schloesser, Castle Sans Souci.
Boyle Workman, Vice-Pres. Home Sav. Bank.
H. O. Davis, Dir. Gen. Universal City
L. J. Christopher.
Matzene, Photographer.
C. E. Miller, Pres. Rotary Club.
Judge John Monroe.
Rev. Glen McWilliams.
Rev. L. P. Golden.
Myrtle Stedman, Leading Lady, Morosco Studio.
Carl Leonardt.
Blanche Ring.
Dr. E. W. Earing.
Mrs. Chas. H. Toll.
Mr. Frank J. Hart.
E. R. Collins, Ed. Evening Herald.
W. D. Woolwine.
Mme. Constance Balfour.
Mrs. Dr. W. F. Covington.
Mrs. A. L. Gude.
Dr. Grace Cole.
Mrs. J. D. Taylor.
Dr. J. F. Friesen.
C. J. Merritt, Capitalist.
W. J. Harrison, Cir. Mgr. L. A. Herald.

**Endorsed by Leading Physicians. Expert Men and Women Attendants in Their Respective Departments**

**Call for Free Trial Treatment**

## The Reiss System of Health Culture

**8th Floor, TITLE GUARANTEE BLDG.**

**F-7815 Fifth and Broadway Main 1772**

# Willis-Woodbury BUSINESS COLLEGE

**CALIFORNIA'S PREMIER BUSINESS TRAINING SCHOOL**

Practical Business, Secretarial and Shorthand Courses.

Large staff of experienced Specialists.

Complete equipment, including Burroughs' Bookkeeping and Calculating Machines.

Open all summer. Ask for particulars.

**STEPHEN T. WILLIS, President**
**Hamburger Bldg., Fifth Floor**

For Advertising Space
In This Program Call

**F. M. BROWN**

Phone 11573

PUENTE GASOLINE

# HERRICK

**Dry Air Refrigerator**

**Used by U. S. Government**

## The Master Refrigerator

When the high cost of food is an alarming subject in every household, we urge a consideration of the Herrick Refrigerator.

The Herrick saves food. It saves ice. Spoilage of food and wastage of ice are abolished by its use. This is due to the system of dry air circulation. Call and see our demonstration.

**PRICES AND TERMS CONVENIENT TO ALL REQUIREMENTS**

**LYON McKINNEY SMITH CO**

**737-741 South Hill, Near Eighth**

**Complete Home Furnishers**

APEX MOTOR OILS

HEA

An Old

Wee

July 15


D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

This is incorrectly catalogued as 7/15/18, though actual date is 7/15/19. To be filed 7/15/18 rather than correct catalogue at this time.

-ek

July 15, 1919

SUBTITLES "HEARTS OF THE WORLD"

God help the nation that goes to war!

Brass bands and clanging sabers make very fine music, but let us remember there is another side of war, besides that of munition makers' profits and the personal glory of generals fighting at a safe distance.

Let us not forget the Common People!

An humble member of ~~that~~ the great band, that includes some of the world's best citizens, making profit out of war.

He takes advantage of the opportunities War offers scoundrels of all races and ages.

War's gift to the common people.

The Shadow.

Kaiser Wilhelm of Germany, representing War's ideal of all races and ages, the ruling of weaker nations and people by the Power of Might.

Believing the villains of our story are not particularly common to any race or people, but to the world-old institution of war itself.

Von Strohm, the Militarist, corrects him --

"Might alone makes right!"

MUSEUM OF MODERN ART FILM LIBRARY

Cutting Notes. Hearts of the World.

Be sure Title No. 18 -- One of the many Prayers -- is in.

Title No. 23 should be in with scene following -- Afternoon -- she reads his verse of love - deathless - unending.

Put in -- Title -- An old fashioned German quotes: "Justice is the only right!" also scenes. Phone Nell.

Cutting Notes - The Mother and the Law.

Get out scenes of making wine out of water in old Intolerance.

New titles --

Have we become better than our God? When the Saviour made wine out water at the Feast of Cana he committed an act that would imprison him in our present day in our country.

Also He left wine as a symbol of his blood at the Last Supper.

This question is too much for us.

Jerry News

My Dear Mr. Barnhart:-

I am writing in behalf of Lillian to thank you for the check.

Thanks very much for the information regarding income Tax

I hope that you and your lovely family are all well and happy. The girls and I send love to you all. Sincerely.

Mrs. Geef

7/6-8

HOLLYWOOD 2400
HOME 57021

# LASKY STUDIO

FAMOUS PLAYERS--LASKY CORPORATION
1520 VINE STREET
HOLLYWOOD, CALIFORNIA

July 16, 1918.

Mr. E. C. Bidwell,
D. W. Griffith Studio,
Los Angeles, California.

Dear Mr. Bidwell:-

Replying to your letter of July 15th, I should think that your idea was an excellent one to pay the Famous Players-Lasky Corporation each C. O. D. shipment of film that goes to you and for them to pay you on each C. O. D. for prints that goes to them. This would certainly avoid confusion and bookkeeping and give us the benefit of properly adjusting the accounts at all times.

As to the settlement for film furnished you from New York, on account of Hearts of the World, and for prints which you have shipped on their order, I should think that this should come through New York. If it will be more convenient for you to pay us for the film shipped from New York, I have no doubt that they would be perfectly willing for you to do so but as we do not handle the money received from the sale of these prints, it will be impossible for us to offset one against the other, and I am sure you will get more prompt settlements for film shipped by dealing direct with New York, as we would be in position to make payments therefor only on receipt of instructions from our New York Office.

It would be perfectly agreeable to us if you will handle the future business as indicated by you and for the past business, I see no objection to your billing New York for the prints which you have furnished them that did not go out C. O. D., giving them credit on the same statement for the film which they have furnished you on account of Hearts of the World production.

Yours very truly,

FAG:GR.

Frank A. Garbutt
G.R.

THE VOGUE COMPANY

NINETEEN WEST FORTY FOURTH STREET NEW YORK

EDNA WOOLMAN CHASE
EDITOR

CONDÉ NAST
PUBLISHER

RALPH F. BLANCHARD
ADVERTISING MANAGER

July 16th 1918.

Mr. D. W. Griffith,
Los Angeles,
California.

Dear Mr. Griffith:-

Your letter of July 9th thanking us for our review in Vogue of "Hearts of The World" is just at hand.

We consider it a privilege to pay tribute to the really marvelous Griffith pictures.

Thanking you for your letter, I am

Very truly yours,

Condé Nast

CN/WH

# FAMOUS PLAYERS - LASKY CORPORATION

485 FIFTH AVENUE MURRAY HILL 8500 CABLE ADDRESS FAMFILM NEW YORK CITY

July 17th, 1918.

War 8

OFFICE OF EMIL E. SHAUER
ASSISTANT TREASURER

Mr. Albert H.T. Banzhaf,
#2 Rector Street,
New York City.

Dear Sir:

The following is an excerpt from a letter we received this morning from our Mr. Pierce:

'"HEARTS OF THE WORLD" is passed both by the Canadian Government and by the Montreal Board.'

Very truly yours,

FAMOUS PLAYERS-LASKY CORPORATION

E. E. Shauer
Asst. Treas.

EES:S

HARRY E. AITKEN, PRESIDENT
D. W. GRIFFITH, VICE-PRESIDENT

ROY AITKEN, SECRETARY
ALBERT H. T. BANZHAF, TREAS.

D. W. Gr Co

D. W. GRIFFITH'S
MOTION PICTURE PRODUCTION
# "THE BIRTH OF A NATION"
PRODUCED BY
EPOCH PRODUCING CORPORATION
EXECUTIVE OFFICES
Longacre Building, 42nd Street and Broadway, New York

TELEPHONE, BRYANT 5293-5294

J. J. McCARTHY
GENERAL MANAGER

THEODORE MITCHELL
GEN'L PRESS REPRESENTATIVE

July 18th, 1918.

TO THE STOCKHOLDERS OF EPOCH PRODUCING CORPORATION:

The stock of this corporation has now been reduced to $33,000 consisting of 3300 shares of the par value of $10 each. There are now outstanding 1100 shares of the par value of $100 each, so that for each share represented by an existing certificate the stockholders are entitled to three of the new shares with the lesser par value. Stockholders will please send their certificates, endorsed in blank, to the undersigned, who will at once forward the new certificates.

If desired, the old certificates can be sent to any bank or trust company in New York City with instructions to surrender upon delivery of the new certificate.

Respectfully,

Assistant Treasurer,

For Epoch Producing Corporation.

FAMOUS PLAYERS - LASKY CORPORATION

485 FIFTH AVENUE MURRAY HILL 8500 CABLE ADDRESS FAMFILM NEW YORK CITY

LEGAL DEPARTMENT
ELEK JOHN LUDVIGH
ARTHUR S. FRIEND
HAROLD MINOT PITMAN
RALPH A. KOHN
COUNSEL

July 18, 1918.

Mr. David W. Griffith,
East Hollywood, California.

Dear Mr. Griffith:

I wired you today as follows:

"I do not agree with Lesser that he will lose money if the contract is not changed stop I would not advise changing an existing contract for the purposes desired stop In the new contract if not yet closed I have no objection if Lesser insists to make it for one year with option.

E. J. Ludvigh"

This is an answer to your wire which reads

"Lesser states that not changing time limit on Heart of World from ten years to one means loss to him of about sixty thousand dollars Do you deem it advisable to make this change Please advise quick to studio address.

D. W. Griffith"

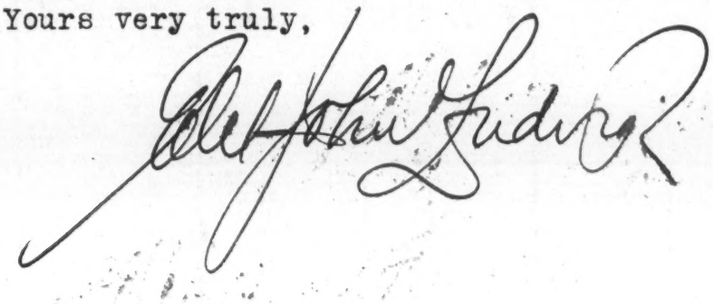
I hope I made clear in my wire that which was in my mind, namely; That I do not see how we can consent to change Lesser's contract, actually executed and delivered, so as to enable him to get what in his opinion will be a better break under the Tax Laws. It seems to me that you would put yourself in a position to be severely criticized if you did so.

While I object to changing an existing contract, it is a different story when it comes to making another one. If Lesser refuses to execute a contract in the form forwarded by me to you, and insists that he will only execute one for one year with a nine years' renewal,

I think you have a perfect right to make that change in my draft of contract for additional territory rather than lose the contract.

Outside of this, I think Lesser is making a mistake, as he will be sorry the second year if he writes off everything during the first year. At any rate, the difference, in my judgment, will be small one way or the other.

Yours very truly,



EJL/TA

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

# CABLEGRAM

DELIVERY NO.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this cablegram subject to the terms and conditions printed on the back of this blank.

DESIGN PATENT No. 40529

20 DBL—24744

Wark

50NYV12PM 20 PASS RELAY VIA AY NY

MANILA JULY 19

DAVID WARK GRIFFITH

CENTURY THEATRE NY ( DELIVER TO FORTY FOURTH ST )

CABLE PRICE ONE COPPY FILM HARTS OF THE WORLD EXCLUSIVE RIGHTS PHILIPPINES

CINE SIRENA

Wire to Mr. Bamgbat

No inquiry respecting this message can be attended to without the production of this paper. Repetitions of doubtful words should be obtained through the Company's offices, and not by DIRECT application to the sender.

JAMES GAY GORDON
ALBERT H. HARRIS
HENRY J. REBMAN
JAS. GAY GORDON, JR.
ALLEN S. MORGAN
CHARLES C. GORDON

LAW OFFICES OF
JAMES GAY GORDON
710-723 NORTH AMERICAN BUILDING
BROAD AND SANSOM STREETS
PHILADELPHIA

July 19th, 1918.

Dear Mr. Banzhaf:-

I have just noticed in The Legal Intelligencer of this date, a law journal published here, the report of a case which may have interest for you. It is COMMONWEALTH VS. DEMBOW. The opinion is by Finletter, J., one of the judges who heard the Hearts of the World case. In the course of the opinion, Judge Finletter holds "that the exhibition of each roll or reel which has been disapproved would constitute a separate offence."

Here is his language:

> "This conclusion makes it unnecessary to consider the appellant's second point - that the picture drama as a whole is the unit, and not the separate rolls or reels. This need be considered only in connection with the Commonwealth's argument that the statute is so important for the welfare of the state that it should be supported by an interpretation of the penal clause which will make it unprofitable to attempt to avoid it. And there is much weight in this consideration. But it must be noted that the mere leasing of an uncensored picture does not permit its unpunished exhibition. It is a finable offence to exhibit it or use it. And here the meaning of 'reel' in the statute becomes important. There can be no doubt that the statute means what it says, and that the exhibition of each reel is a separate offence. The punishment for unlawful letting may be minimized by including several reels in one lease. But there can be no united or single exhibition of two reels. It is physically impossible. They may be exhibited successively and without apparent break in continuity, but it is two exhibitions. It is an exhibition of each. And as it is the act of exhibiting, and not the business of exhibiting, which is forbidden, an offence is committed each time a reel is shown. Apparently, any likelihood of repeated exhibitions of the same reel on the same day

being interpreted as being but one offence for each day, instead of for each showing, is removed by the pointed omission from the Act of 1915 of the clause in the original Act of 1911, 'each unapproved ***** reel exhibited, and each day the same shall be exhibited shall constitute a separate offence.' So that, in practice, there would seem to be sufficient sting in the act to compel its enforcement, without requiring a forced interpretation of that part of it which applies to the present case. It is not likely that there will be many leases made of unapproved pictures if it is unprofitable to exhibit them."

With best wishes, I am

Very truly yours,

Arthur Lehman

To:

Albert H. T. Banzhaf, Esq.,

#2 Rector Street,

New York City,

New York.

FRANK R. SHATTUCK
CHAIRMAN
MRS. EDWARD C. NIVER
VICE CHAIRMAN
ELLIS P. OBERHOLTZER
SECRETARY

# PENNSYLVANIA STATE BOARD OF CENSORS

OF MOTION PICTURES

PROJECTION ROOMS 1025 CHERRY STREET, PHILADELPHIA

OFFICES
TELEGRAPH BUILDING
HARRISBURG
VANDERGRIFT BUILDING
PITTSBURGH
1025 CHERRY STREET
PHILADELPHIA

Philadelphia, Pa.
July 19, 1918.

David W. Griffith,
1476 Broadway,
New York City, N. Y.

Attention of A. H. Brauzbraf

Dear Sir:-

Will you kindly sign green elimination sheet on "Hearts of the World" under State No. 34084, application for which you made on the 29th ultimo. Kindly hasten to comply, as we must complete the records on this, your second print.

Yours truly,

H. W. Lewis

HWL/O

Chief Inspector

HOLLYWOOD 2800 HOME 37001

# D. W. GRIFFITH STUDIO

4500 SUNSET BOULEVARD

LOS ANGELES, CAL., July 19th, 1918.

War P.
Hearts of W

Mr. A.H.T. Banzhaf,
2 Rector Street,
New York, N.Y.

Dear Mr. Banzhaf:-

On June 17th., I forwarded you a few bills applying on the "Hearts of the World" exhibition charges, the total bills amounting to $146.42.

Some of the creditors are getting somewhat impatient as their bills are ninety days old. - I suppose you turned these over to the Famous Players, and perhaps I should be addressing them instead of you, but inasmuch as my first letter was to you, I would ask if you would kindly remind the Famous Players that the Los Angeles people are getting uneasy.

I am,

Yours very truly,

E. C. Bidwell

ECB:D-

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

War Picture

NOW PLAYING:

44TH STREET THEATRE
NEW YORK

GARRICK THEATRE
PHILADELPHIA

OLYMPIC THEATRE
CHICAGO

MAJESTIC THEATRE
BOSTON

PITT THEATRE
PITTSBURGH

WILLIAM ELLIOTT, F. RAY COMSTOCK & MORRIS GEST
PRESENT

# D. W. Griffith's

SUPREME TRIUMPH

# Hearts of the World

THE SWEETEST LOVE STORY EVER TOLD
A ROMANCE OF THE GREAT WAR

GENERAL OFFICES:
CENTURY THEATRE, NEW YORK

THOMAS HODGEMAN
Manager

WILLIAM A. PAGE
General Press Representative

CHARLES McCLINTOCK
Special Representative

July 20 1/18

Dear Mr Banzhaf

Enclosed ok for Phila Expenses = Have placed your bill (unvouchered) in Voucher Cover No 10 - W/A ending July 20.

Resp

Thos Hodgeman

Mgr

Co "7"

FRANCIS SHUNK BROWN,
ATTORNEY GENERAL

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF THE ATTORNEY GENERAL
HARRISBURG

WILLIAM H. KELLER,
FIRST DEPUTY ATTORNEY GEN'L
WILLIAM M. HARGEST,
JOSEPH L. KUN,
EMERSON COLLINS,
HARRY K. DAUGHERTY,
EDMUND K. TRENT,
DEPUTY ATTORNEYS GEN'L

July 20, 1918.

In re:"Hearts of the World"- Pittsburg

Hon. James G. Gordon,
North American Bldg.,
Philadelphia, Pa.

My dear Judge:

It appears I neglected to advise you that the check to the State Treasurer should have been certified. I am returning it to you herewith enclosed to have it done, and returned to me.

With best wishes, I am

Very truly yours,

JLK/LR.

July 22nd, 1918.

Famous Players-Lasky Corporation,
485 Fifth Avenue,
New York City.

Gentlemen:-

We are attaching hereto copy of a letter from the writer to Mr. Griffith's attorney, Mr. Banzhaf, in New York, which was later referred by him to Mr. Frank A. Garbutt - of your organization here in Los Angeles. A copy of Mr. Garbutt's reply is also attached hereto, and I am following out his suggestion of taking the matter up direct with your office.

If the plan I have outlined would be satisfactory to you, I will be pleased to render a bill for the copies of "Hearts of the World" that have been shipped to the east, and for which we have received no remittance here, with a view of arriving at a figure which will be a basis for a settlement between the Famous Players-Lasky Corporation and this Studio on account of the manufacture of the first 60 copies of "Hearts of the World".

The film which the Famous Players have furnished is no small item, and the sale from these 60 copies should liquidate the entire transaction.

Yours very truly,

Manager:

ECB:D-Encls.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Hearts of World

July 22nd 1918.

Mr. Henry J. Rebman,
North American Bldg.,
Broad and Sand Streets,
Philadelphia, Pa.

Dear Mr. Rebman:

I beg to acknowledge receipt of your favor of the 19th inst. in which you quoted the opinion regarding penalties for exhibition of motion pictures, and I must admit that the same gave me a nervous chill. However, it is only due to the thought of what might have been, and since Judge Gordon has taken care of our little-- infraction I look upon the language as more or less academic, but I am very glad that you quoted the same so that we may see to it that in the future we need give no thought to violations.

Thanking you for sending me the same, and with best regards, I remain

Very truly yours,

AHTB/D

MUSEUM OF MODERN ART FILM LIBRARY

JAMES GAY GORDON
ALBERT H. HARRIS
HENRY J. REBMAN
JAS. GAY GORDON, JR.
ALLEN S. MORGAN
CHARLES C. GORDON

LAW OFFICES OF
JAMES GAY GORDON
710-723 NORTH AMERICAN BUILDING
BROAD AND SANSOM STREETS
PHILADELPHIA

Pstscrpt
H of E

July 22nd, 1918.

Dear Mr. Banzhaf:-

The enclosed letter from the Deputy Attorney General explains itself. Will you please have the accompanying check certified and return to me that I may send it to him. I am sorry to trouble you and also that Mr. Kun has been inconvenienced.

I may say to you confidentially that the Board of Censors has expressed its displeasure at Mr. Kun's settlement of the case at so small a figure.

Sincerely yours,

James Gay Gordon

To:

Albert H. T. Banzhaf, Esq.,
#2 Rector Street,
New York City,
New York.

FAMOUS PLAYERS - LASKY CORPORATION

485 FIFTH AVENUE MURRAY HILL 8500 CABLE ADDRESS FAMFILM NEW YORK CITY

LEGAL DEPARTMENT
ELEK JOHN LUDVIGH
ARTHUR S. FRIEND
HAROLD MINOT PITMAN
RALPH A. KOHN
COUNSEL

War B

July 23, 1918.

A. H. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Mr. Banzhaf:

This is to remind you that in view of the deal pending with Mr. Lesser, I am doing nothing respecting the latter's request for the Honolulu territory, and you might remind Mr. Griffith to take up that subject after the contract now pending is actually completed.

Yours very truly,

E J Ludvigh

EJL/TA

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | X |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

July 24th 1918

War Picture

E C BIDWELL  CARE GRIFFITH STUDIO
4500 SUNSET BOULEVARD  LOS ANGELES  CALIFORNIA

HAVE ORDER FROM CANADIAN PURCHASERS "HEARTS OF WORLD" FOR ONE MORE PRINT  THIS MAKES FIVE PRINTS IN ALL FOR CANADIAN COMPANY  WIRE WHEN YOU ARE SHIPPING OTHER TWO FOR CANADA PREVIOUSLY ORDERED  REGARDING FEDERAL FOOTAGE TAX FAMOUS PLAYERS OFFICE WILL TAKE CARE OF SAME HERE EXCEPT F FOUR  CHECK FOR DISBURSEMENTS FORWARDED FROM FAMOUS PLAYERS

BANZHAF

2 Rector Street N Y C

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Telegram | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Telegram | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT SI 1450 B'way, N. Y. 1918 JUL 24 PM 2 07 4v

1918 JUL 24 PM 1 42

War Pic.

232 N D 20

TORONTO ONT 24

E E SHAUER

360

FAMOUS PLAYERS LASKY CORP 485 5 TH AVE NEWYORK NY

PLEASE WIRE LOS ANGELES PLACE ORDER FIFTH PRINT HEARTS OF THE WORLD ASK THEM WIRE US WHEN SHIPPING OTHER TWO PRINTS

FAMOUS PLAYERS FILM SERVICE LTD

2 prints shipped 6/27 7/15

Wm. B

July 24th 1918.

Mr. Shauer,
c/ Famous Players-Lasky Corp.,
485 Fifth Ave.,
New York City.

Dear Mr. Shauer:

I enclose herewith copy of cablegram which I received yesterday from Burlock, and which states that the Australianhad been sold for 8,000 pounds, including four prints.

I have relayed this cablegram on to Mr. Griffith for his attention. I send this for your information.

Very truly yours,

AHTB/D

War P

July 24th 1918.

Mr. David W. Griffith,
Hotel Alexandria,
Los Angeles, Calif.

Dear Mr. Griffith:

If you have fully closed the balance of the Western territory with Lesser, I suggest that you take up with him again the Hawiian proposition. We here deemed it advisable to hold off this matter until the Western deal was fully closed, in order that Lesser would not try to make the Hawiian proposition depend upon the Western purchase.

Have had the following inquiry from Manilla:

"David Wark Griffith
Century Theatre (44th Street Theatre).

Cable price one copy film "Hearts of the World" exclusive rights Philippines.

Cine Sirena "

We did not answer this as yet as we do not deem it advisable to sell the Philippines separately for the reason that purchasers getting one copy might dupe the same and use it in other territories of the far East.

What price would you ask for the far East, viz; Japan, China, Strait settlements, Dutch East Indies, Sumatra and the Philippines. In other words all Asiatic territory with the exception of the English possessions and Siberia. This should be sold to one purchaser in order that duping will not be practised.

With best regards, I remain

Very truly yours,

AHTB/D

War B.

July 24th 1918.

Hon. James G. Gordon,
North American Bldg.,
Philadelphia, Pa.

Dear Judge:

I have your favor of the 22nd inst. regarding check to the State Treasurer, Pa., and I regret the inconvenience to both you and Mr. Kun, owing to the fact that the same was not certified.

I re-inclose the same duly certified and trust that you will not be further inconvenienced in the matter.

With best regards, I remain

Sincerely yours,

AHTB.D
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

| CLASS OF SERVICE | X |
|---|---|
| Fast Day Message | |
| Day Letter | |
| Night Message | |
| Night Letter | |

If no class of service is designated the telegram will be transmitted as a fast day message.

# COPY OF WESTERN UNION TELEGRAM

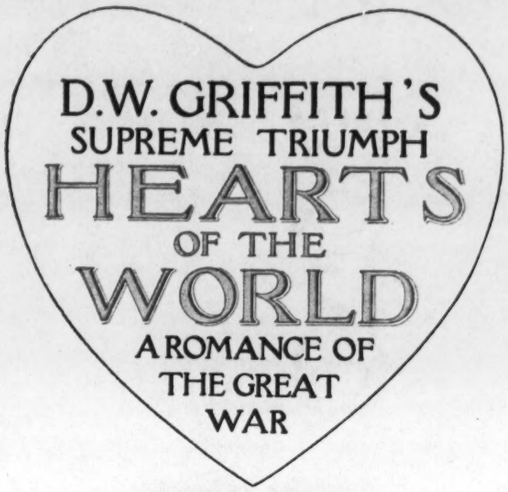
New York, July 25, 1918.

Thos Hodgeman
Pitt Theatre
Pittsburg, Pa.

Have you received green elimination sheet from Censor Board Philadelphia if so sign my name thereto and mail same to Censor Board advise

A. H. T. Banzhaf

Chg D.W. Griffith acct




GENERAL OFFICES
720 LONGACRE BUILDING,
NEW YORK.

July 25th, 1918.

Mr. A. H. T. Banzhaf,
2 Rector Street,
New York.

Dear Mr. Banzhaf:-

Enclosed please find letter which explains itself. Please take care of same.

Yours very truly,

enc

Wark

July 25th 1918.

Mr. J. Lamy,
Export Manager,
Piedmont Pictures Corporation,
130 West 46th Street,
New York City.

Dear Sir:

I have neglected writing you with reference to the sale of "Intolerance" for the far East owing to the fact that I was awaiting a reply to my letter to Mr. Griffith.

In answer to your request regarding the territorial rights of "Intolerance" of the far East beg to advise that the Asiatic rights excluding Siberia may be had for the sum of $15,000 cash, prints to be purchased at the rate of Eight cents (8¢) a foot, Los Angeles.

It is also understood that we are not to pay any commissions for the sale of these rights. If you are interested kindly advise me at once.

Very truly yours,

AHTB/D

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

3

God help the nation that begins another war of conquest or meddling!
Although brass bands and changins sabres make very fine misic, let us remember there is another side of war, beside that of munition makers' profits and the personal glory of generals fighting at a safe distance in the rear.

4

Let us not forget the Common People!
In the future, if the making of war is left to the vote of the people, the matter is easy - there will be no more wars.

Sent to Printer July 26 '19

HEARTS OF THE WORLD.

And so they spend their bridal night.

The Girl put to work in the field by War, the Taskmaster.

Saved by a decent victim of the War Machine.

"If they see you it means death!"

The French at the village edge.

Last German defenses.

"For our cause - I have but one life to give!"

(On Griffith border cards - darkest preferred.)

An humble member of the great band, that includes some of the world's best citizens, making profit out of war.

He takes advantage of the opportunities War offers scoundrels of all races and ages.

War's gift to the common people.

The Shadow.
Kaiser Wilhelm of Germany, representing War's ideal of all races and ages, the ruling of weaker nations and people by the Power of Might.

Believing the villains of our story are not particularly common to any race or people, but to the world-old institution of war itself.

Von Strohm, the Militarist, corrects him --
"Might alone makes right!"

Food for the children.

"The spy! - Where is he?"

Happy times.

America! - Returning home after freeing the world from Autocracy and the horrors of war - we hope forever and ever.

Von Strohm and friends, with the aid of entertainers from Berlin, demonstrate the hardships of trench life for the higher officers.

Note: Replica of Moquet Farm dug-out.

The boys, unwilling to suffer profanation of their mother's memory at the hands of the Masters of War -

God help the nation that goes to war! Brass bands and clanging sabers make very fine music - but let us remember there is another side of war, beside that of munition makers' profits and the personal glory of generals fighting at a safe distance. Let us not forget the Common People!

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Set to Printer

The Huns sing War's old Song of Hate.

"Let the dead past bury its dead!"

War, the Taskmaster.

War - that gives scoundrels their opportunity.

A decent victim of the war machine.

Also battling!

The rumor spreads that the French are massing
for a great attack.

"When all the world is young, lad,
And all the woods are green - "

"For my cause - I have but one life to give!"

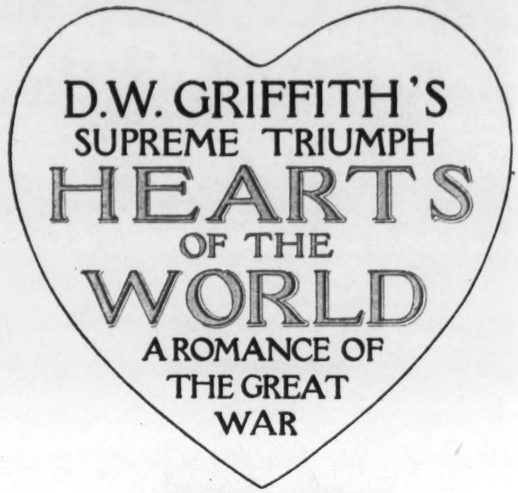
Sent to Press

Brass bands and clanging sabers make very fine music - but let us remember there is another side of war, beside that of munition makers' profits and the personal glory of generals fighting at a safe distance in the rear.

Let us not forget the Common People!

In the future, if the making of war is left to the vote of the people, the matter is easy - there will be no more wars.

Lloyd 6 x




GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

July 26th, 1918.

Mr. D. W. Griffith,
Hotel Alexandria,
Los Angeles, Cal.

Dear Mr. Griffith:-

This will be handed you by Frederic J. Haskin, of Washington, D. C. Mr. Haskin is one of the really important newspaper men of the country (the Haskin letter is printed each day in more than 70 important newspapers). In addition to that he is the author of "The American Government" and other very well known books and might with justice be called the unofficial publicity agent of the well known United States. He used his influence in our behalf in Washington with such beneficial results as you are familiar with and also, he's a regular human being. You'll get along well with him.

Sincerely,

Albert L. Grey

F J Haskin
Rm 1084
alexandria

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

July 29 1918

War P.

THOMAS HODGMAN  PITT THEATRE

PITTSBURGH  PENNSYLVANIA

WIRED YOU JULY TWENTY FIFTH AS FOLLOWS  QUOTE  HAVE YOU RECEIVED GREEN ELIMINATION SHEET FROM CENSOR BOARD PHILADELPHIA  IF SO SIGN MY NAME THERETO AND MAIL SAME TO CENSOR BOARD  STOP  WHAT ABOUT THIS

BANZHAF

2 Rector Street N Y C

WaP.

July 29th 1918.

Mr. H. W. Lewis,
Chief Inspector,
Penn. State Board of Censors,
#1025 Cherry Street,
Philadelphia, Pa.

Dear Sir:

Replying to your favor of the 19th inst. regarding green elimination sheet on "Hearts of the World" under State #34084 application made by me on the 2D th ult., beg to advise that on July 25th I wired our Manager at the Pitt Theatre, Pittsburgh as follows:

"Have you received green elimination sheet from Censor Board Philadelphia. If so sign my name thereto and mail same to the Censor Board."

Up the the present date I have not received a reply and am again wiring said manager. Do you remember if the green elimination sheet was mailed to Pittsburgh as we have not received the same at New York, or if you can, I would appreciate it if you would mail a duplicate here for signature. Sorry to cause you this trouble and delay in this matter, I remain

Respectfully yours,

AHTB/D

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Aft 3
7-24-18

A

To the Surveyor of Taxes
Room 45, Premier House, 48 Dover Street, W.
London, England

re Assessment #8718 - Parish of Pall Mall - year 1916-17

Epoch Producing Corporation, a corporation organized and existing under the laws of the State of New York, United States of America, hereby appeals from the assessment #8718, Parish of Pall Mall, upon the following grounds:

Because the said assessment is excessive, in that all of the profits of the trade, profession, employment or vocation of said corporation, consisted of the profits from the exploitation of the film "The Birth of a Nation," and that the profits from the exploitation of the said film during the year ending 5th April 1917, were $6625.02 or less than £ 1400, and not £ 50,000, the amount of the assessment, as appears from the statements of account submitted herewith.

The corporation commenced business with the exploitation of the photoplay "The Birth of a Nation" on or about the 1st day of October 1915, and for the first five months the exploitation was managed by Western Import Company Ltd., of London, on a percentage basis, which netted no profit to this corporation. On or about the 30th day of March 1916, this corporation itself commenced the exploitation of the photoplay. Transmitted herewith is a full and complete account of profits and gain from trade, profession, occupation and/or other sources chargeable under Schedule D for that part of the entire period of three years prior to April 5, 1916, during which this corporation was operating as aforesaid.

IN WITNESS WHEREOF, Epoch Producing Corporation has caused these presents to be signed by its General Manager and its corporate seal to be hereunto affixed the 29th day of July 1918.

EPOCH PRODUCING CORPORATION

By J. J. McCarthy
General Manager

Seal

Full and complete account of profits and gains from the exploitation by and on behalf of Epoch Producing Corporation of the photoplay "The Birth of a Nation" in Great Britain and Ireland, during the three years ending 5th April 1916.

The sole business of this corporation is the exploitation of the photoplay "The Birth of a Nation." The first exploitation of this photoplay in Great Britain and Ireland was instituted through Western Import Company Ltd., of London, on or about the 1st day of October 1915. This exploitation was on a percentage basis; that is to say, Epoch Producing Corporation was to receive a percentage of the profits. The exploitation resulted in a loss and Epoch Producing Corporation received nothing from Western Import Company Ltd., and in fact, was out of pocket, as stated below, to the extent of its preliminary expenses.

After this venture, exploitation was commenced by regular theatrical companies which accompanied prints of the photoplay on tour through the United Kingdom. Such exploitation commenced with two companies on March 25, 1916.

The cost of the photoplay was in excess of $100,000., and $100,000. is the value at which the negative has always been carried on the books of the corporation. One fifth of this value has beenallocated to the rights in Great Britain and Ireland, that being the fraction which experience has taught correctly represents the exploitation value, for that territory, of an American photoplay which is exploited throughout the world.

In compiling these figures the amount of $20,000., being one fifth of the cost of the negative of the photoplay, has been spread accordingly over the twenty-two months during which the photoplay was exploited in Great Britain and Ireland, thus showing a monthly depreciation of $909.10.

Draft 1
7-23-18

STATEMENT.

Preliminary expenses promoting companies' business, $1448.50

Company #1

| Week ending 1916 | Income | Expenses | Profit | Loss |
|---|---|---|---|---|
| March 25 | 2,417.30 | 10,465.58 | | 8,048.28 |
| April 1 | 4,511.61 | 6,950.22 | | 2,438.61 |
| | $6,928.91 | $18,864.30 | | $10,486.89 |

Company #2

| Week ending | Income | Expenses | Profit | Loss |
|---|---|---|---|---|
| March 25 | 3,818.12 | 6,407.35 | | 2,589.23 |
| April 1 | 4,733.09 | 2,480.54 | 2,252.55 | |
| | $8,551.21 | $8,887.89 | $2,252.55 | $2,589.23 |
| | | | | 2,252.55 |
| | | | | $ 336.68 |

Summary

| | | |
|---|---|---|
| Preliminary investment loss | $1,448.50 | |
| English Company #1 loss | 10,486.89 | |
| English company #2 loss | 336.68 | |
| Depreciation 5 1/2 months at $909.10 per month | 5,000.05 | |
| TOTAL LOSS FOR PERIOD - - - - - - - | | $17,272.12 |

1917 Assessment.

Full and complete account of profits and gains from the exploitation, by and on behalf of Epoch Producing Corporation, of the photoplay "The Birth of a Nation" in Great Britain and Ireland, during the year 5th April 1916 to 5th April 1917.

During this period four companies operated in Great Britain and Ireland. A detailed statement of their operations succeeds the following summary thereof.

Summary of Operations.

| | | |
|---|---|---|
| Company #1 - profit | $1,261.33 | |
| Company #2 - profit | 24,065.29 | |
| Company #3 - profit | 7,218.68 | |
| Company #4 - profit | 268.66 | |
| Total profit - - - - - - - - - - - | | $32,813.96 |

Deductions

| | | |
|---|---|---|
| Royalty to Thomas Dixon | $4,132.82 | |
| Royalty to David W. Griffith | 6,199.23 | |
| 12 months depreciation | 10,909.20 | |
| General overhead 4 companies | 4,947.69 | |
| Total deductions - - - - - - - - - | | 26,188.94 |
| Net profit - - - - - - - - - - - - | | $ 6,625.02 |

(1916-1917)

April 5, 1916, April 5, 1917

1916

| Week ending | | | Income | Expense | Profit | Loss |
|---|---|---|---|---|---|---|
| April | 8 | | 4,323.27 | 5,986.95 | | 1,663.68 |
| | 15 | | 4,051.98 | 4,556.78 | | 504.80 |
| | 22 | | 3,831.80 | 4,352.74 | | 520.94 |
| | 29 | | 4,423.83 | 4,517.27 | | 93.44 |
| May | 6 | | 2,579.78 | 3,744.97 | | 1,165.19 |
| | 13 | | 3,646.00 | 4,883.43 | | 1,237.43 |
| | 20 | | 2,540.20 | 1,765.26 | 774.94 | |
| | 27 | | 1,831.89 | 790.19 | 1,041.70 | |
| June | 3 | | 715.43 | 1,101.01 | | 385.58 |
| | 10 | | 414.86 | 1,398.79 | | 983.93 |
| | 17 | | 3,880.71 | 3,288.43 | 592.28 | |
| | 24 | | 4,745.42 | 1,927.30 | 2,818.12 | |
| July | 1 | | 3,831.93 | 2,268.47 | 1,563.46 | |
| | 8 | | 4,768.23 | 2,221.83 | 2,546.40 | |
| | 15 | | 2,160.75 | 894.59 | 1,266.16 | |
| | 22 | | 816.63 | 687.48 | 129.15 | |
| | 29 | | 2,095.13 | 2,252.56 | | 157.43 |
| Aug. | 5 | | 1,109.00 | 686.19 | 422.81 | |
| | 12 | | 538.50 | 590.47 | | 51.97 |
| | 19 | | 550.51 | 546.43 | 4.03 | |
| | 26 | Lay off | --- | 300.51 | | 300.51 |
| Sept. | 2 | | 847.57 | 536.24 | 311.33 | |
| | 9 | | 1,386.42 | 903.29 | 483.13 | |
| | 16 | | 1,248.69 | 446.19 | 802.50 | |
| | 23 | | 1,063.56 | 538.70 | 524.86 | |
| | 30 | | 989.79 | 693.75 | 296.04 | |
| Oct. | 7 | | 2,177.64 | 2,302.28 | | 124.64 |
| | 14 | | 1,444.70 | 1,684.91 | | 240.21 |
| | 21 | | 1,211.82 | 1,824.20 | | 612.38 |
| | 28 | | 627.15 | 594.54 | 32.61 | |
| Nov. | 4 | | 2,100.06 | 3,412.82 | | 1,312.76 |
| | 11 | | 1,643.16 | 1,899.96 | | 256.80 |
| | 18 | | 1,293.39 | 2,187.08 | | 893.69 |
| | 25 | | 1,165.08 | 2,038.91 | | 873.83 |
| Dec. | 2 | | 839.34 | 1,134.89 | | 295.55 |
| | 9 | | 278.30 | 1,009.89 | | 731.59 |
| | 16 | | 122.21 | 886.55 | | 764.34 |
| | 23 | | | | | |
| | 30 | | 470.70 | 1,013.76 | | 543.06 |
| 1917 | | | | | | |
| Jan. | 6 | | 973.05 | 785.04 | 188.01 | |
| | 13 | | 1,172.67 | 872.04 | 300.63 | |
| | 20 | | 475.35 | 641.62 | | 166.27 |
| | 27 | | 646.39 | 680.44 | | 34.05 |
| Feb. | 3 | | 239.83 | 623.85 | | 384.02 |
| | 10 | | 743.92 | 593.90 | 149.02 | |
| | 17 | | 1,239.87 | 587.62 | 652.25 | |
| | 24 | | | | | |
| | 31 | | | | | |
| Mch. | 3 | | | | | |
| | 10 | | 923.76 | 786.22 | 137.54 | |
| | 17 | | | | | |
| | 24 | | | | | |
| | 31 | | | | | |
| Apr. | 7 | | 1,906.81 | 1,384.36 | 522.45 | |
| | | | 80,086.08 | 78,824.75 | 15,559.42 | 14,298.09 |

English Co.#1, Profit $1,261.33

1916-17

April 5, 1916 to April 5, 1917.

English Company #2, Profit and Loss

| Week Ending | | Income | Expense | Profit | Loss |
|---|---|---|---|---|---|
| April | 8 | 4,119.73 | 2,142.05 | 1,977.68 | |
| | 15 | 4,646.52 | 3,025.50 | 1,621.02 | |
| | 22 | 6,522.81 | 2,673.04 | 3,849.77 | |
| | 29 | 3,103.20 | 1,847.71 | 1,255.49 | |
| May | 6 | 1,808.10 | 836.69 | 971.41 | |
| | 13 | 1,364.60 | 1,890.54 | | 525.94 |
| | 20 | 1,171.07 | 1,070.46 | 100.61 | |
| | 27 | 2,001.93 | 2,788.68 | | 786.75 |
| June | 3 | 907.56 | 1,375.04 | | 467.48 |
| | 10 | 1,209.45 | 1,576.68 | | 367.23 |
| | 17 | 1,479.42 | 841.10 | 638.32 | |
| | 24 | 1,359.69 | 1,231.72 | 127.97 | |
| July | 1 | 1,917.98 | 811.82 | 1,106.16 | |
| | 8 | 2,282.88 | 2,114.13 | 168.75 | |
| | 15 | 3,926.55 | 2,862.76 | 1,063.79 | |
| | 22 | 2,276.49 | 1,720.06 | 556.43 | |
| | 29 | 3,333.06 | 3,299.37 | 33.69 | |
| Aug. | 5 | 3,605.07 | 2,356.35 | 1,248.72 | |
| | 12 | 3,462.93 | 2,036.97 | 1,425.96 | |
| | 19 | 845.91 | 793.88 | 52.03 | |
| | 26 | 1,304.77 | 934.83 | 369.94 | |
| Sept. | 2 | 735.70 | 666.73 | 68.97 | |
| | 9 | 1,278.15 | 754.06 | 524.09 | |
| | 16 | 608.83 | 524.69 | 84.14 | |
| | 23 | 2,311.60 | 673.79 | 1,637.81 | |
| | 30 | 2,167.20 | 776.34 | 1,390.86 | |
| Oct. | 7 | 837.45 | 527.54 | 309.91 | |
| | 14 | 1,373.13 | 726.40 | 646.73 | |
| | 21 | 1,068.54 | 614.66 | 453.88 | |
| | 28 | 1,555.20 | 7,207.73 | 834.47 | |
| Nov. | 4 | 2,088.33 | 593.84 | 1,494.49 | |
| | 11 | 544.12 | 551.50 | | 7.38 |
| | 18 | 1,420.67 | 589.66 | 831.01 | |
| | 25 | 1,181.47 | 579.98 | 601.49 | |
| Dec. | 2 | 1,039.75 | 549.68 | 490.07 | |
| | 9 | 1,155.02 | 541.22 | 613.80 | |
| | 16 | 530.19 | 730.78 | | 200.59 |
| | 23 | | | | |
| | 30 | 595.76 | 577.30 | 18.46 | |
| 1917 | | | | | |
| Jan. | 6 | 606.11 | 476.80 | 129.31 | |
| | 13 | 411.70 | 565.22 | | 153.52 |
| | 20 | 530.80 | 714.28 | | 183.48 |
| | 27 | 1,617.09 | 1,769.08 | | 151.99 |
| Feb. | 3 | 1,309.25 | 1,647.06 | | 337.81 |
| | 10 | 988.96 | 1,421.97 | | 433.01 |
| | 17 | 799.69 | 386.05 | 413.64 | |
| | 24 | | | | |
| March | 3 | | | | |
| | 10 | 699.83 | 352.52 | 347.31 | |
| | 17 | | | | |
| | 24 | | | | |
| | 31 | | | | |
| April | 7 | 378.06 | 155.76 | 222.30 | |
| | | 80,482.32 | 56,417.02 | 27,680.48 | 3,615.18 |

English Co. #2, Profit $24,065.29

ENGLISH COMPANY #3 Season 1916-17 From Apr. 5,16 to Apr. 5th 1917.

| Week Ending | | | Income | Expenses | Profit | Loss |
|---|---|---|---|---|---|---|
| July | 15 | | 158.97 | 4,033.91 | | 3,874.94 |
| | 22 | | 172.02 | 268.88 | | 96.86 |
| | 29 | | 192.33 | 902.73 | | 710.40 |
| Aug. | 5 | Lay off | | | | |
| | 12 | | 950.43 | 1,328.26 | | 377.83 |
| | 19 | | 1,030.32 | 960.13 | 70.19 | |
| | 26 | | 821.78 | 580.97 | 240.81 | |
| Sept. | 2 | | 1,236.27 | 695.73 | 540.54 | |
| | 9 | | 952.57 | 711.63 | 240.94 | |
| | 16 | | 1,102.75 | 787.21 | 315.54 | |
| | 23 | | 2,574.63 | 1,023.30 | 1,551.33 | |
| | 30 | | 2,335.19 | 444.03 | 1,891.16 | |
| Oct. | 7 | | 808.21 | 500.14 | 308.07 | |
| | 14 | | 800.15 | 583.74 | 216.41 | |
| | 21 | | 1,361.91 | 662.60 | 699.31 | |
| | 28 | | 1,326.68 | 542.12 | 784.56 | |
| Nov. | 4 | | 1,134.87 | 714.14 | 420.73 | |
| | 11 | | 910.78 | 600.39 | 310.39 | |
| | 18 | | 741.51 | 570.94 | 170.57 | |
| | 25 | | 2,385.00 | 745.04 | 1,639.96 | |
| Dec. | 2 | | 965.27 | 579.38 | 385.89 | |
| | 9 | | 980.89 | 532.04 | 448.85 | |
| | 16 | | 557.32 | 523.23 | 24.09 | |
| | 23 | Lay off | | | | |
| | 30 | " " | | | | |
| 1917 | | | | | | |
| Jan. | 6 | | 1,276.77 | 596.31 | 680.46 | |
| | 13 | " " | | | | |
| | 20 | " " | | | | |
| | 27 | " " | | | | |
| Feb. | 3 | " " | | | | |
| | 10 | " " | | | | |
| | 17 | " " | 1,699.28 | 425.69 | 1,273.59 | |
| | 24 | " " | | | | |
| Mch. | 3 | " " | | | | |
| | 10 | | 334.86 | 279.54 | 55.32 | |
| | | | 26,810.76 | 19,592.08 | 12,278.71 | 5,060.03 |

English Company #3, Profit $7,218.68

English Co. #4, Season 1916-17, From Apr. 5, 1916 to Apr. 5, 1917.

| Week Ending 1917 | | Income | Expense | Profit | Loss |
|---|---|---|---|---|---|
| March | 10 | 499.96 | 231.30 | 268.66 | |
| | 17 | | | | |
| | 24 | | | | |
| | 31 | | | | |
| April | | | | | |
| | | 499.96 | 231.30 | 268.66 | |

English Co. #4, Profit $268.66

State of New York }
City & County of New York } ss.

JOSEPH J. MC CARTHY being duly sworn deposes and says: I am a native citizen of the United States of America and reside at Larchmont, in the County of Westchester, State of New York in said United States. I am the general manager of Epoch Producing Corporation, the corporation making the foregoing notice of objection and appeal from assessment. The facts stated in said notice of objection and appeal are true.

Sworn to before me this J. J. McCarthy

29 day of July 1918.

(notarial seal) Belle Cohen
Notary Public New York County No. 292
New York Register Co. 10228
My commission expires Mar. 30, 1920

County & books &
British Consul's cert. attached Aug. 1, 1918.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THIS AGREEMENT made Twenty ninth day of July One thousand nine hundred and eighteen B E T W E E N ARTHUR EDWIN CUTFORTH COLONEL CHARLES WILLIAM SOFER WHITBURN and SIR EDWARD ALFRED GOULDING BARONET being THE WAR OFFICE CINEMATOGRAPH COMMITTEE (hereinafter called the Committee) by Robert Davidson Scott of 15Tudor Street in the City of London their duly authorised Secretary of the first part and FAMOUS PLAYERS FILM SERVICE LIMITED of 12 Queen Street East Toronto in the Dominion of Canada (hereinafter called "the Licensees") of thesecond part and SAMUEL WOOLF SMITH of 8 New Compton Street Charing Cross in the County of London (hereinafter called "the Agent") of the third part W H E R E A S the Committee have been granted (inter alia) the exclusive right of exploiting in the Dominion of Canada a Cinematograph Film entitled "Hearts of the World" by David Wark Griffith as now being exhibited and/or produced at the Palace Theatre London (hereinafter called "the said film") A N D WHEREAS the Committee have agreed to grant to the Licensees the sole and exclusive right for a period of ten years from the date hereof to let the said film on hire for exhibition and/or mechanical performance within the Dominion of Canada upon the terms and conditions hereinafter mentioned A N D WHEREAS the committee have agreed in consideration of the payment in manner hereinafter appearing of the sum of Eight thousand two hundred and fifty pounds to hire to the Licensees during the said period of ten years for exhibition only within the Dominion of Canada six copies of the said film upon and subject to the terms and conditions

hereinafter contained A N D WHEREAS the Licensors have also agreed to hire to the Licensees such additional copies of the said film for exhibition only within the Dominion of Canada as the Licensees may within the next two years require in consideration of the payment and also subject to and upon the terms and conditions hereinafter contained

N O W IT IS HEREBY AGREED as follows:-

1. THE Committee hereby grant to the Licensees the sole and exclusive right for the term of TEN YEARS from the date of this Agreement to exhibit and/or mechanically perform and/or let on hire for exhibition and/or mechanical performance the said film within the Dominion of Canada.

2. IN consideration of the payment of the sum of EIGHT THOUSAND TWO HUNDRED AND FIFTY POUNDS by the Licensees to the Committee, as to Seven thousand four hundred and fifty pounds upon the execution hereof (the receipt of which said sum of Seven thousand four hundred and fifty pounds the Committee do hereby acknowledge) and as to Eight hundred pounds being the balance of the said sum of Eight thousand two hundred and fifty pounds upon the delivery of the six copies of the said film as provided by clause 3 hereof the Committee hereby agree to hire to the Licensees for a period of ten years from the date hereof but for exhibition only within the Dominion of Canada six copies (hereinafter called "the said copies") of the said film as now being exhibited at the Palace Theatre London.

3. THE Committee shall pay the export duty (if any) out of New York and deliver the said copies to the

Licensees at the Office of Mr. A. H. T. Banzhaf of 2, Hector Street New York on or before the Twenty ninth day of September One thousand nine hundred and eighteen and upon the delivery thereof the Licensees shall pay to the Committee or as they may in writing direct the sum of Eight hundred pounds being the balance of the said sum of Eight thousand two hundred and fifty pounds PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that should the Committee be wholly unable to deliver to the Licensees the said copies as provided by this clause and such default is occasioned either directly or indirectly by an Act of God, War or any cause beyond the control of the Committee and in particular but not by way of limitation of the preceding words of this proviso through the negative of the said film being lost injured or destroyed then the Agreement shall ipso facto become void and the License and/or other rights hereby granted to the Licensees shall determine and the Committee shall not be answerable to the Licensees for any loss or damage arising and/or resulting directly or indirectly from such avoidance and/or determination but in any such case the Committee shall repay to the Licensees or the Agent on their behalf the said sum of seven thousand four hundred and fifty pounds paid upon the execution hereof but without any interest thereon in the meantime.

4. THE Committee shall hire to the Licensees during the said period of ten years such additional copies of the said film as the Licensees may within two years from the date hereof in writing addressed to the Committee request. Such additional copies shall be delivered to the

Licensees at the address set forth in Clause 3 hereof within eight weeks from the delivery to the Committee of each request and upon payment of a sum equivalent to the cost of prividing the material for and printing such additional copies but not exceeding two pence and one half penny per foot (hereinafter included in the expression "the said copies") Save that the Committee shall not be liable to comply with any such request if the said negative shall have been lost damaged or destroyed or if the Committee be unable for any reason whatever to procure such additional copies to be printed.

5. THE Licensees and their servants and agents shall use their utmost diligence skill and experience in exhibiting or letting the said copies on hire so that they shall be exhibited within the Dominion of Canada as broadcast and as soon as possible.

6. THE Licensees shall not change or delate or increase the title or any sub-title of the said copies or in any way whatever cut vary or alter or make any addition in any shape or form to any copy or permit or suffer any of such acts to be done without the consent in writing first had and obtained of the Committee.

7. THE Licensees shall not copy and/or make or permit of suffer to be copied and/or made any duplicate negative and/or positive copy of the said copies.

8. THE Licensees shal not exhibit the said copies or permit or suffer the same to be exhibited outside of the Dominion of Canada.

9. THE Licensees shall at the expiration of the said period of ten years return to the Committee at their

request the said copies to be hired to them by the Committee as aforesaid and/or at the option of the Committee destroy the said copies and/or produce evidence to the reasonable satisfaction of the Committee that the said copies have been duly destroyed.

10. THE Licensees shall duly cause this License to be registered with the Registrar of Copyrights or other the proper authority (if any) within the Dominion of Canada.

11. THE Agent doth hereby warrant that he is the Agent of the Licensees and duly authorised by them to enter into this Agreement for and on their behalf and in consideration of the premises he hereby undertakes that they will duly observe and perform the obligations and conditions on their part herein contained.

12. <u>DEFINITIVE CLAUSE</u>

The words "Committee" and "Licensees" and "Agent" respectively shall be deemed to include where the context so requires or admits besides the members of the said Committee for the time being successors in office and assigns and besides the said Famous Players Film Service Limited their successors and besides the said Samuel Woolf Smith his executors and administrators.

A S W I T N E S S the hands of the said parties the day and year first above written

SIGNED by the above named Robert )
Davidson Scott for and on behalf )
of the said Committee in the )
presence of )

For and on behalf of the War Office Cinematograph Committee.

SIGNED by the above named Samuel )
Woolf Smith for and on behalf of )
Famous Players Film Service )
Limited in the Presence of )

(Signed) H. Sydney Wright
Solicitor
12 Bloomsbury Square W. C.

For and on behalf of Famous
Players Film Service Limited

(Signed) S. W. Smith

Agent

SIGNED by the said Samuel Woolf)
Smith in the presence of )

(Signed) H. Sydney Wright

(Signed) S. W. Smith

DATED 29 July 1918

re "HEARTS OF THE WORLD"

THE WAR OFFICE CINEMATOGRAPH

COMMITTEE

---and---

FAMOUS PLAYERS FILM SERVICE

LIMITED and ANOTHER

Canada

A G R E E M E N T

D.W.G.

July 30, 1918.

United States Internal Revenue Office,
Fifth District,
Newark, New Jersey.

Dear Sir:

Enclose please find corporation undistributed net income tax statement of the D. W. G. CORPORATION for the calendar ending 1917.

Very truly yours,

AHTB/G

FRANK R. SHATTUCK
CHAIRMAN
MRS. EDWARD C. NIVER
VICE CHAIRMAN
ELLIS P. OBERHOLTZER
SECRETARY

# PENNSYLVANIA STATE BOARD OF CENSORS

OF MOTION PICTURES

PROJECTION ROOMS 1025 CHERRY STREET, PHILADELPHIA

OFFICES
TELEGRAPH BUILDING
HARRISBURG
VANDERGRIFT BUILDING
PITTSBURGH
1025 CHERRY STREET
PHILADELPHIA

War P.

Philadelphia, Pa.
July 30, 1918.

Albert H. T. Banzhaf,
2 Rector Street,
New York.

Dear Sir:-

Enclosed please find duplicate green elimination sheet for your "Hearts of the World", State No. 34084, and kindly ask you to sign and return to this office at once. This in pursuance of your information in your letter of the 29th instant. Promptness appreciated, beg to remain

STATE BOARD OF CENSORS

H. W. Lewis

Chief Inspector

HWL/O
Enc.

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

(AUGUST 1-1918)

July 31st 1918.

D. W. G. CORPORATION

-TO-

ALBERT H. T. BANZHAF, DR.

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

| | |
|---|---|
| To Professional services for month of July - - - - | $150. |
| Mr. Griffith's dues to "Players" - - - - - - - - - - - | 16. 50 |
| Total | $ 166 .50 |

Received Payment,
AUG 9 1918
A. H. T. Banzhaf.
Ck No. 140

War Picture

July 31 1918.

Mr. H. W. Lewis,
Chief Inspector, State Board of Censors,
#1025 Cherry Street,
Philadelphia, Pa.

Dear Sir:

Replying to your favor of the 30th inst. I enclose herewith duplicate green elimination sheet duly signed by myself. Please note that Morris Gest is no longer the exchange through whom the picture is released, nor the manager thereof. The exchange is David W. Griffith and the Manager is Albert L. Grey, address, 1476 Broadway, New York City.

Regret very much the delay in this matter, and I thank you for the courtesies which you have shown to us. We certainly appreciate the splendid co-operation of your office.

Very truly yours,

AHTB/D

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

CODES USED: A. B. C. 5TH EDITION IMPROVED
WESTERN UNION

TELEPHONE: ~~BRYANT 7040-7041-7085-7080-~~
BRYANT 4200

# Piedmont Pictures Corporation

OF NEW YORK

DISTRIBUTORS OF THE WORLD'S BEST PRODUCTIONS
CONFIDENTIAL BUYING AGENTS

~~720 SEVENTH AVENUE~~
130 WEST 46TH STREET

Wark co

NEW YORK CITY July 31st.,1918.

Mr. Albert H.T.Banzhaf-
2 Rector St.-
New York City-

Dear Sir:

"INTOLERANCE" FOR THE FAR EAST": We beg to thank you for your favor of July 25th., and in reply beg to inform you that since the price stated in your letter is what we consider a pretty high one,we have written our customer requesting him to cable us his confirmation.

As soon as we receive a reply from our said customer, we will communicate with you again. In the mean time, we remain,

Yours very truly,

PIEDMONT PICTURES CORP.

Sam

Export Manager.

JL-PG.

Australia
New Zealand

THIS AGREEMENT made the Thirty first day of July One thousand nine hundred and eighteen B E T W E E N ARTHUR EDWIN CUTFORTH COLONEL, CHARLES WILLIAM SOFER WHITBURN and SIR EDWARD ALFRED GOULDING BARONET being THE WAR OFFICE CINEMATOGRAPH COMMITTEE (hereinafter called"the Committee") by the said Charles William Sofer Whitburn of 27 Clements Lane in the City of London of the first part and J. C. WILLIAMSON LIMITED whose Registered Office is situate at 51 Castlereagh Street Sydney in the Commonwealth of Australia (hereinafter called "the Licensees") of the second part and JOSEPH ARCHIBALD EDWARD MALONE of Dewar House 11 Haymarket in the County of London (hereinafter called "the Agent ") of the third part W H E R E A S the Committee have been granted (inter alia) the exclusive right of exploiting within the Commonwealth of Australia and New Zealand a Cinematograph Film entitled "Hearts of the World" by David Wark Griffith as now being exhibited and/or produced at the Palace Theatre London (hereinafter called "the said film") AND WHEREAS the Committee have agreed to grant to the Licensees the sole and exclusive right for a period of four years from the date hereof to let the said film on hire for exhibition and/or mechanical performance within the Commonwealth of Australia and New Zealand upon the terms and conditions hereinafter mentioned AND WHEREAS the Committee have agreed in consideration of the payment of the sum of Eight thousand pounds to hire to the Licensees during the said period of four years for exhibition only within the Commonwealth of Australia and New Zealand four copies of the said film upon and subject to the terms and conditions

hereinafter contained NOW IT IS HEREBY AGREED as follows:-

1. The Committee hereby grant to the Licensees the sole and exclusive right for the term of four years from the date of this Agreement to exhibit and/or mechanically perform and/or let on hire for exhibition and/or mechanically performance the said film within the Commonwealth of Australia and New Zealand.

2. In consideration of the payment of the sum of EIGHT THOUSAND POUNDS by the Licensees to the Committee (the receipt of which said sum of Eight thousand pounds the Committee do hereby acknowledge) the Committee hereby agree to hire to the Licensees for a period of four years from the date hereof but for exhibition only with in the Commonwealth of Australia and New Zealand, four copies (hereinafter called"the said copies") of the said film as now being exhibited at the Palace Theatre London.

3. THE Committee shall deliver the said copies at the risk and cost in all respects of the Licensees by handing them on or before the thirtieth day of September One thousand nine hundred and eighteen to any recognised Shipping Agent in New York addressed to the Licensees as follows:- J. C. Williamson Limited 51 Castlereagh Street Sydney Australia. Such shipping Agent shall be deemed the Agent of the Licensees in every respect PROVIDED ALWAYS and it is hereby agreed and declared that should the Committee be wholly unable to deliver to the Licensees the said copies as provided by this clause and such default is occasioned either directly or indirectly by an Act of God War or any cause beyond the control of the Committee and in particular but not by way of limitation of the preceding words of this proviso through

the negative of the said film being lost injured or destroyed then this Agreement shall ipso facto become void and the License and/or other rights hereby granted to the Licensees shall determine and the Committee shall not be answerable to the Licensees for any loss or damage arising and/or resulting directly or indirectly from such avoidance and/or determination but in any case the Committee shall repay to the Licensees or the Agent on their behalf the said sum of Eight thousand pounds paid upon the execution hereof, but without any interest theron in the meantime.

4. THE Licensees and their servants and agents shall use their utmost diligence skill and experience in exhibiting or letting the said copies on hire so that they shall be exhibited within the Commonwealth of Australia and New Zealand as broadcast and as soon as possible.

5. THE Licensees shall not change or delete or increase the title or any sub-title of the said copies or in any way whatever cut vary or alter or make any addition in any shape or form to any copy or permit or suffer any of such acts to be done without the consent in writing first had and obtained of the Committee.

6. THE Licensees shall not copy and/or make or permit or suffer to be copied and/or made any duplicate, negative and/or positive copy of the said copies.

7. THE Licensees shall not exhibit the said copies or permit or suffer the same to be exhibited outside of the Commonwealth of Australia and New Zealand.

8. THE Licensees shall at the expiration of the said period of four years return to the Committee at their request the said copies to be hired to them by the Committee as aforesaid

and/or at the option of the Committee destroy the said copies and/or produce evidence to the reasonable satisfaction of the Committee that the said copies have been duly destroyed.

9. THE licensees shall duly cause this License to be registered with the Registrar of Copyrights, or other the proper authority (if any) within the Commonwealth of Australia and New Zealand.

10. THE Agent doth hereby warrant that he is the Agent of the Licensees and duly authorised by them to enter into this Agreement for and on their behalf and in consideration of the premises he hereby undertakes that they will duly observe and perform the obligations and conditions on their part herein contained.

11. The words "Committee" and "LIcensees" and "Agent" respectively shall be deemed to include where the context so requires or admits besides the members of the said Committee for the time being their successors in office and assigns and besides the said J. C. Williamson Limited their successors and besides the said Joseph Archibald Edward Malone his Executors and Administrators.

AS WITNESS the hands of the said parties the day and year first above written.

| | |
|---|---|
| SIGNED by the above named Charles William Sofer Whitburn for and on behalf of the said Committee in in presence of | For and on behalf of the War Office Cinematograph Committee. |
| (SIGNED) H. Sydney Wright<br>Sol.<br>12 Bloomsbury Square W. C. | (SIGNED) S.W.Sofer Whitburn |

SIGNED by the above named Joseph )
Archibald Edward Malone for )
and on behalf of J.C.Williamson )
Limited in the presence of )

For and on behalf of J. C. Williamson Limited

(Signed) J.A.E.Malone

Agent

(Signed) H.Sydney Wright
12 Bloomsbury Sqr W.C.
Sol.

SIGNED by the above named Joseph )
Archibald Edward Malone in the )
presence of )

(Signed) J.A.E.Malone

(Signed) H.Sydney Wright.

DATED 31 July 1918

re "HEARTS OF THE WORLD"

THE WAR OFFICE CINEMATOGRAPH COMMITTEE

---and---

J.C.WILLIAMSON Ltd. & anor

# A G R E E M E N T

The undersigned THE WARK PRODUCING CORPORATION, of the City and State of New York, sole owners of the Motion Picture "INTOLERANCE" produced by D.W. Griffith do hereby declare that they have ceded the Exclusive Exhibition Rights to Messrs. Gaytis and Mosco of Rome, in accordance with previous contract for the Kingdom of Spain and the Republic of Portugal.

THE WARK PRODUCTION CORPORATION

by

The undersigned THE WARK PRODUCING CORPORATION, of the City and State of New York, sole owners of the Motion Picture "INTOLERANCE" produced by D.W. Griffith do hereby declare that they have ceded the Exclusive Exhibition Rights to Messrs. Gaytis and Mosco of Rome, in accordance with previous contract for the Kingdoms of Greece, Rumania, Bulgaria, European Turkey

THE WARK PRODUCING CORPORATION

by

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

(n.d. 7/18)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

"Studio"

My Dear Old Friend –

May I add a few words of congratulation to the "Good" which you must already have had?

I did so thoroughly enjoy "Hearts of the World" – the love story is so compelling! Really my heart (and "Jan" that I am) simply ached for the little American Soldier and his sweetheart!

And that brings me to another point: Will you please extend my congratulations to the little "Girl

girls"? Both of them did exceptional work in entirely different ways. I never suspected little "Dorothy" of so much delicious "devilry" and certainly "Lillian" has developed astonishing emotional power! The thing I loved best about her "emotion" was its complete simplicity and lack of artifice. Your friend, Jack, David, has certainly told.

Don't forget that you promised to let me know some evening that you could dine with me.

Always your friend, Jeanie Macpherson

THE FOLLOWING IS THE BRITISH VERSION.

TIME SHEET

"THE HEARTS OF THE WORLD"

FOUR MINTUES FOR PUBLICITY.

825½ - Main Title - Hearts of the World. Title
827 - Here they dreamed the dream of youth. "
828 - The Market place "
830 - Finish of scene - Mother reading letter.
831 - INSERT - Lillian kissing Mother.
832 - Title - The Fussy Little Mother.
833 - Close up Lillian with goslings
834 - " " of goslings
835 - Lillian & goslings goes to gate.
836 - Lillian with fashion book and Mother.

End of Reel 1.

Reel 2

837 - Title - With great enthusiasm he reads.
838 - Close up Mother kissing Bobbie
839 - Large cloe up of Lillian in garden
840 - Street - Dorothy collects money.
841 - Cookoo and carpenter - carpenter exits.
842 - Title - Much Impressed
843 - Dorothy & Cookoo - Dorothy hits cookoo's nose.
844 - First Scene - Kaiser in office.
845 - Inn - Girl gives blind man drink.
846 - Title - The Girl hears an olden song.
847 - Fade In - Close up of Lillian at wall.
848 - Close up of Bobbie at wall.
849 - " " " " & Lillian - They embrace
850 - " " " " " " - Wall - They exit and Fade Out.
851 - Van Strohm looking in at Lillian at doorway.
852 - Street - Bobbie meets Dorothy.
853 - Dorothy kisses Bobbie
854 - Title - The End of The World
855 - Love Scene - Lillian and Bobbie. Bobbie ~~xxxx~~.cries.
856 - Ext. of Dorothy's House ⊖ Dorothy and Cookoo.
857 - Close Up - Bobbie's brother kisses Lillian.
858 - Ext. House - Dorothy meets Bobbie & lillian.
859 - Cookoo takes Dorothy's arm and they exit.
860 - ~~Dorothy~~ Lillian kneels with wedding dress by Mother's side
901 - Letter - I have the honor to announce
902 - Finish of Scene - The Villiage crier - and he exits.
906 - End of Reel 2

Reel 3

903 - Lillian rocking with wedding dress

904 - Title - And the World outside

905 - " - Yes!Yes!
906 - We fight only to defend Liberty - Title
907 - Title - Germany has four more minutes.
908 - Again the Village - Title
909 - Bobbie and Brother give Bobbie gun.
910 - Dorothy's room - Cookoo kisses Dorothy.
911 - Insert of Card Case - Lillian picture with flag
912 - Title - Sons of France go to defend
913 - Title - The Wedding clothes.
914 - Title - The Boys' Regiment
915 - Title - The French Artillery
916 - Title - The Battery Commanders - British
918 - Bobbie's Mother and Brother reads letter
919 - Title - The pounding of the guns
920 - French trench - Soldiers head shot off
921 - Germans capture first French trench
922 - Bobbie hits German on head - French trench
923 - The retreat - Cookoo and Bobbie leave trench
924 - Title - Into Rank again
925 - Title - Von Strohm in his Glory
926 - Lillian in bed - falls asleep
927 - Refugees leaving their broken little world
928 - Bedroom - Lillian enters and takes wedding clothes.

End of Reel 3

Reel 4

929 - German guns fire on village
930 - Title - The Sheltered Inn
931 - Close up of Bobbie in trench
932 - " " " Lillian and woman with child
933 - " " " " " Mother - Mother dying
934 - " " " " " " dead
935 - Night Battle - Big Explosion
936 - Title - Reinforcements
937 - Bobbie wounded and exits
938 - Lillian looking at Wedding clothes - Street - Insert
939 - Road - Lillian looking for Bobbie
940 - Lillian finds Bobbie on ground
941 - Shell holes - Red Cross doctors working
942 - Red cross doctor finds Bobbie
943 - Title - The Refugees seek shelter
944 - Inn Yard - Germans enter to Lillian and Dorothy
944½ - The End of First Part

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

TIME SHEET

"THE HEARTS OF THE WORLD"

PART 2 -

949 - Main Title - Hearts of the World - Part 2
950 - First Scene - Ruins of the Village - Near end of scene
951 - Refugees enter church
952 - Title - The Washroom of the Inn
953 - " - Women made to work in the fields - making sand bags
954 - " - Half in Life and Half in Death
955 - " - Our Musketeers in new French uniform
956 - Trench- Cookoo kisses Bobbie on left cheek.
957 - Dorothy shows Lillian watch. - Room of Inn
958 - Title - Unscrew this little cap and goodbye forever
959 - Lillian working in potatoe field
960 - Lillian exits after beating
1001 - Title - Allies with Fire and Flame and Souls of Men
1002 - Title - The White ribbon guides the British back
1003 - Close up of ~~soldiers~~ British soldiers with big gun
1004 - Big French Gun on Railway track
1005 - British Stoke guns
1006 - Title - French bring back the Hun prisoners
1007 - Title - The Flame - and invention of the Hun devil
1008 - Close up Bobbie and Cookoo - Dugout
1009 - Cellar - Bobbie's brother imitating Bobbie
1010 - Bobbie crawls on to German Trench
1011 - Title - The Hun sentries are so far apart
1012 - Close upof Lillian with Bobbie's picture
1013 - End of Reel 5

Reel 6

1014 - The ~~sand~~ second close up of dancer in dugout
1015 - Close up of Bobbie's brother crying and Mother dies
1016 - Title - The Sergeant now promoted
1017 - Title - Themselves perform a sacred service
1018 - Dugout - Von Strohm with two girls
1019 - Ext. Inn - Lillian meets Bobbie's three brothers.
1020 - Title - By the Old Home
1021 - Rain scene - Bobbie looking over German trench
1022 - Title - The Officers not so gullible
1023 - Bobbie escaping from German trench
1024 - Title - They accept the report that the prisoner
1025 - Signal in the air
1026 - Washroom of Inn - Germans talking to Dorothy and Lillian
1027 - Back door of Inn - Von Strohm enters
1028 - Washroom - Von Strohm and Lillian
1029 - Inn - Close up of Lillian and blind man
1030 - Title - The Oath to take the village
1031 - 2nd close up of Lillian by wall - Room of Inn
1032 - Large close up of Lillian - eyes wide open
1033 - Ext. Inn - Von Strohm and German officers
1034 - Close up of tank falls in hole
1035 - Title - The Scotch strike
1036 - close up of mother nursing baby - end of reel 6

Reel 7

1037 - Washroom - Lillian exits
1038 - Ext. Inn Yard - ~~Bobbie~~ & Lillian meets Bobbie and he embraces her.
1039 - Dorothy meets Bobbie and Lillian - Inn Yard
1040 - German soldier picks up cigarette - " "
1041 - Lillian pushes Nichols out of Door and He forces way in
1042 - Close up of Lillian at table watching fight.
1043 - Ext. Yard - Lillian & Bobbie go up to the upper rooms.
1044 - Upper Room - Close up of Bobbie and Lillian
1045 - Again they see their own village
1046 - ~~Gexxx~~ The Inn - Nichols falls at Von Strohm's feet
1047 - Title - The French reserves told of ~~the~~ their loss
1048 - " - The sounds of their own guns
1049 - Von Strohm comes upstairs - sees Lillian at door
1050 - Hall - Bobbie shoots German soldier
1051 - Title - The French
1052 - " - You must surely die
1053 - Close up of Bobbie and Lillian
1054 - " " Bobbie kisses Lillian on left cheek
1055 - Ext. Inn Yard - German soldier falls to ground
1056 - Close up - Dorothy meets Cookoo
1057 - The field people kneel down and pray
1058 - Close up Bobbie & brothers
1059 - " " Bobbie & Lillian at table
1060 - Street - Cookoo kisses American
1060½ - The End of Picture.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

"HEARTS OF THE WORLD"

Copyright by D. W. Griffith

REEL ONE.

1. We beg your indulgence for this short prologue. Its purpose is to vouch for the rather unusual event of an American producer to be allowed to take pictures on an actual battlefield.

2. David W. Griffith working on his latest picture produced under the auspices of the British War Official Cinemagraph Committee.

3. The battle scenes shown in the latter part of this picture are made through the courtesy of the Allied Governments.

4. At Cassel, meeting the War Correspondents.

5. Before a flight.

6. At the cloth Hall at Ypres.

7. Captured concrete pill boxes at Passchendaele Ridge.

8. At Ypres, heavy artillery.

9. A gas alarm.

10. A front line trench two hundred yards from the enemy.

11. David W. Griffith sets up his camera in a British Front Line trench.

12. At Cambrin, fifty yards from the enemy's lines. Note: The interested look upward is directed toward passing shells. "Where will the next one fall?"

13 At No. 10 Downing Street (London), David Lloyd George, England's prime minister, wishing David W. Griffith success with his picture.

14. Apologies and thanks, the picture follows.

REEL TWO

15. DAVID W. GRIFFITH
PRESENTS
"HEARTS OF THE WORLD"

16 A story of a village, an old fashioned play with a new fashioned theme.

17 Scenario by M. Gaston de Tolignac
Translated into English by Captain Victor Marier.

18 The first part of our play tells the story of the village in times of peace.

19 Taken from the lives of two English painters who in their youth went to the village in Northern France to paint an old Roman Wall whose stones had been laid by the legions of Caesar.

20 Here they dreamed the dreams of youth. When fate was unkind to them, they made their homes in the village, possibly for reasons of economy.

21 One of the friends died and left a daughter and wife and her aged father.

22 At the outbreak of the war they suffered with the rest of that stricken land.

23 Peaceful days in the year 1912. The village at the time of spring where people love and hate, cry and laugh, sin and are forgiven, even as you and I.

24 The market place.

25 The double house in which lived the two English familes on the Rue de la Paix. (The street of Peace)

26 The lonely home brightened by pleasant news. The daughter has given up a promised trip to England and is returning to her mother and grandfather.

27 Letter --

Dear Sister:

Your daughter is coming back to you. She struggled all night between her hopes of a future in England and her love for you. She wept bitterly. Before time for sailing she said "If Mama has to stay in France and care for Grandpa, I wont leave her."

So she is going back to you. I find her a dear child with an old- fashioned faith in love and prayer.

Your sister.

28 The Boy, son of the other friend, burnt with the genius denied his father.

29 The grandfather's bad turn keeps the mother in the house so the daughter is escorted home by the village Ford.

30 The fussy little mother sometimes thinks herself neglected.

31 Three harmless little goslings.

32 The wanderer.

33 One of the many prayers --
"Please make me so nice and good that Boy will love me forever."

34 Time brings to the girl interest in fashions and other little nets to catch love, after the manner of the world.

35 The littlest one of the Boy's three brothers is inclined to hero worship.

36 This little love affair between them has been going on for about five years.

REEL THREE

37 With great enthusiasm, he reads from his latest manuscript.

38 Afternoon. SHe reads his verse of love, deathless and unending.

39 A visiting street singers imitation of a late success in Paris.

40 Monsieur Cuckoo argues with his friend, the village caprenter as to the correct way of laying sod.

41 The Little Disturber makes an impression.

42 Much impressed, she naively suggests another meeting.

43 Monsieur Cuckoo makes advances.

44 Having so far strangely escaped flattery, she now seems down for the count.

45 Von Strohm, a tourist, at the same time serving the greatest military autocracy the world has ever known.

46 The shadow, Kaiser Wilhelm of Germany, tempted by the mad dream of ruling the world with power and might.

47 Sheltered beneath the hill, is the village inn recently purchased by a woman from the East.

48 A deaf and blind musician playing melodies remembered from his youth.

49 Twilight minstrelsy.

50 The Girl hears the olden song "Spring is the time for Loving."

51 "When all the world is young, Lass,
And all the trees are green."

52 The Wall Between.

53 Jealousy.

REEL FOUR

54 Von Strohm, much interested in the village architecture and foundations.

55 Perseverance and perfume.

56 "Just one little walk so -- so you can tell me why you don't like me."

57 The end of the world.

58 "Only you, forever and ever."

59 "Forever and ever."

60 The betrothal party.

61 Too persistent.

62 Even her blows are caresses.

63 Afterwards -- if we can't get what we want, let's want what we can get.

64 The German militarists plan a dastardly blow against France and all Civilization.

65 "If Belgium resists, we must crush her!"

66 With white thread and whiter dreams she works on her wedding clothes.

67 Letter:

Academie Des Goncourts

Sir:

I have the honor to announce that your bood entitles "Summer Seas" has won the annual prize given by our Academy.

It is with many compliments, my dear Sir, that I sign myself

Yours very truly,

Secretary
Academie des Goncourts.

68 The village crier, butt of all jests, at last becomes important.

69 "I will see what it is about."

REEL FIVE

70 War!

71 The three musketeers read the news together.

72 "It means War!"

73 The world outside. In the British House of Parliament, August 3rd, 1914, at threeo'clock.

74 Sir Edward Grey asks the Commons if it be their will to support France and protect the neutraility of Belgium.

75 "Yes! Yes!"

76 The French Chamber of Deputies, August 4th 1914, at three o'clock.

77 Rene Viviane, Premier of France.

78 "The object of the Germans is to destroy the liberty of France and of Europe."

79 "We fight only to defent liberty. We have been without reproach, wh shall be without fear!"

80 "Vive la France!"

81 August 4th, 10:55 P. M. at No. 10 Downing Street waiting German's answer to Britain's ultimatur, Asquity, Lloyd Geroge, Grey and Winston Churchill.

82 Germany has five more minutes to withdraw her troops or "War."

83 At the Foreign Office.

84 " It is War!"

85 Again in the village.

86 Though a British subject, not waiting for England's decision, he makes his farewells and offers his life to France, believing that a country that is good enough to live in is good enough to fight for.

87 Tears are shed even for Monesieur Cuckoo.

88 "I will be back in three weeks with a lock of hair all for you - the Kaiser 's mustache."

89 The girl's sad heart, masked with smiles, as were millions of others in troubled France.

90 Forever and ever!"

91 Soon, Britain to the rescue of a people and civilization.

92 The wedding clothes.

93 In the little room where she had dreamed so many dreams, she puts her sweetest one away.

94 Englands "Contemptibles" on the march to save the day.

95 The Boy's regiment placed in a bulwark of trenches directly outside his own village.

96 The French swear to hold the trench defending the village unto death.

97 The Prussian hordes massing for the attack.

98 France!

99 British Artillery.

100 The line of the German Legions.

101 Bringing up the guns.

102 The British Cavalry hold until they bring up the guns.

REEL SIX

103 At home, the Boy's letters cheer them. The village is safe. The Germans will never break through.

104 The Gendarme warns the villagers to evacuate.

105 "Danger, Impossible! The French line can never be broken!"

106 Before the time set for the French advance, the Germans attack.

107 The pounding of the guns.

108 The Huns waiting to spring.

| | |
|---|---|
| 109 | The bombardment trying the souls of men. |
| 110 | The Germans. |
| 111 | The Hun Song of Hate. |
| 112 | The French still hold. |
| 113 | The triumph short-lived. |
| 114 | The French ordered to retreat. |
| 115 | The great retreat. |
| 116 | Into the ranks again. |
| 117 | At the very last trench outside the village. |
| 118 | Von Strohm in his glory. |
| 119 | The Boy broken hearted knowing that retreat has doomed his loved ones in the village. |
| 120 | The German artillery moves to bombard the village. |
| 121 | The long gray line of Huns. |
| 122 | The very day set as their wedding day brings the last warning. |
| 123 | Refugees leaving their broken little world. |
| REEL SEVEN<br>124 | The Boy's father. |
| 125 | The sheltered inn. |

126 In this massacre of innocents, the girl's mother is sorely stricken.

127 The French make another heroic effort.

128 The officer killed, the Boy takes command.

129 That night.

130 The mind of the simple soul broken by shell and horror, sweet bells jangled out of tune.

131 Beneath the risen moon.

132 A desperate onslaught throws the battle from the village.

REEL EIGHT

133 Awounded neighbor tells where the little company battles.

134 This was to have been their wedding day, so through a Befogged and dizzy path she goes to find her bridegroom.

135 The bridegroom.

136 The haloed crimson cross.

137 The French success short-lived before the never ending flood.

138 The refugees seek shelter at the inn.

139 The Conquerors.

140 END OF PART ONE
Intermission five minutes before last act.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

141 HEARTS OF THE WORLD
PART TWO

142 The struggle of civilization.

143 Joseph Jacques Cesaire Joffre.

144 David Lloyd George.

145 The headquarters of the German Army of Occupation.

146 Though some portions escaped damage, most of the town was destroyed.

147 The Boy's family takes refuge in a distant part of the village.

148 Distracted atoms of humanity seeking shelter in hole and corner, cellar and crypt.

149 The Boy's eldest brother put to shoveling coal and his mother to domestic work.

150 The wash room at the inn.

151 The Girl, cared for by a strange companion gropes slowly back to sanity and strength.

182 The women made to work in the fields and in the making of sand bags in violation of the Hague Treaty.

153 Half in life andhalf in death, the girl goes on from day to day.

154 Our musketeers have a new French uniform but an old service.

155 Placed where they are sure to do their best, directly outside their own village.

156 The hoppital returns a familiar face.

157 "Unscrew the little cap, and then "Good-bye" forever."

158 Von Strohm, no longer in active service, now a member of the intelligence department.

159 Refusal or inability to perform their allotted tasks subjected them to whipping and other punishments.

160 An old fashioned German quotes "Justice is the only right!"

161 Von Strohm corrects him; "Might alone makes right."

REEL TEN
162 The Allies with fire and flame and souls of men win back inch by inch the sacred soil of France.

163 Britain's millions pour into France to repel the hated foe.

164 The French.

165 Great Britain's steel bull dogs bark their defiant protest.

166 The eyes of the Allies.

167 The Boy in the fray.

168 Lloyd George's answer: "I will put them wheel to wheel until we pound Democracy's truth home."

169 Shrapnel Barrage.

170 Hun Trench mortar replying.

171 Britain's firing with rapidity. ?

172 England's dauntless airmen clear the sky.

173 The English consolidate on a hard won position.

174 The French bring back Hun prisoners.

175 The Boy interpreting for the prisoners hears news of his loved ones.

176 To the defense the English advance. The inventions of the Hun Devils, perfected and helled back at them.

177 Poison Gas.

178 In the dug-out the Boy tells the news of the village.

179 Also fighting the Huns.

180 Imitating his hero.

181 The Boy, one of a night reconnoitering party, seeks information as to the strength of the enemies lines.

182 Later. "The Hun sentries are so far apart, you could drive a regiment through them."

183 The rumor spreads that the French are massing for a great attack.

184 "My love, my dead love, they are coming to save us -- Don't you hear --- don't you hear?"

REEL ELEVEN

1 85 Von Strohm and his friends with entertainers from Berlin demonstrate the hardships of trench life.
Note: Replica of the Moquet Farm Dugout.

186 Life's contrasts.

187 The mother's last words - "Be brave, my boys, be brave."

188 The Sergeant, now promoted, glimpses real Kultur.

189 The little brothers, unwilling to suffer profanation of their mother's memory at the hands of the enemy ---

190 -- themselves perform the final rites.

191 No requeim, save the never ceasing guns.

192 No prayers save childish tears.

193 The unheeded protest.

194 The dungeons of lust.

195 A fortunate meeting brings the Girl something to live for.

196 Von Strohm visits the main line on a tour of inspection.

197 After daring to bring them a little food and much love.

198 By the old home.

199 In the enemies' uniform, the Boy, now an officer, goes on a daring mission.

200 "For France - I have but one life to give."

201 Under cover of the dark, the Boy reaches the enemy's lines.

202 "An euren posten, verdammte schweine." (Back to your posts, swine.")

203 The officers not so gullible.

204 The German Lieutenant goes to investigate.

205 The Boy trapped.

206 They accept the report that the visitor has been killed in the back areas.

REEL TWELVE

207 After two days and nights in a shell hole inside the German lines, he gives the awaited signals.

208 Selecting the girls for deportation to the munition factories in Germany -- often meaning a fate worse than death.

209 She determines to escape the dreaded deportation, though death be the alternative.

210 Von Strohm's mess closed, he comes to the inn.

211 "Try the back door, Sir."

212 A good memory for faces and ankles.

213 The Boy unable to return to the French line, reaches the edge of the village.

213-A The Allies crouched to attempt the rescue of the village.

214 The oath to retake the village.

215 The surprise attack of the French.

216 "St George forever!"

217 "Scotland Forever!"

218 Leaving for the village.

219 The same wall as ----

220 "Forward Tanks!"

221 And nearer ---

222 The Irish.

223 The mother's all night vigil with their daughters before the final separation in the morning.

224 Awaiting deportation at the railway station.

225 "You are my prisoner."

226 The unused upper room."

227 In the meantime - the French a little nearer.

228 The Hun trenches.

229 Pill boxes.

230 Again they see their own village.

231 They pledge to meet death as man and wife.

232 Only one more trench between them and the village.

233 They are outnumbered.

234 The Hun counter overwhelms the village.

235 The French reserves hold.

REEL THIRTEEN

236 The French counter.

237 The sound of their own guns gives frantic hope.

238 The Germans.

239 The French.

240 The anguished prayer of France.

241 "You must surely die, take me with you."

242 German Defenses.

243 The British storm.

244 Happy times, on furlough.

245 American troops. A true child of the old English mother comes to fight by her side to free the world from autocracy and bring back peace and liberty.

246 England's pride and bulwark -- the Great Fleet.

247 The Rainbow Division.

THE END.

COPYRIGHTED BY DAVID W. GRIFFITH 1918

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

1 HEARTS OF THE WORLD.

PART II 12

2 THE STRUGGLE OF CIVILIZATION. 4

3 Among the leaders in the struggle: 4

4 Josephe Jacques Cesaire Joffre! 4

5 David Lloyd George, one of the strongest shields against the poisoned bayonets of Autocracy! 11

6 The local headquarters of the German army of occupation. 7

7 Though some portions escaped damage, most of the town was destroyed. 9

8 The Boy's family takes refuge in a distant part of the village. 9

9 Distracted atoms of humanity -- seeking shelter in hole and corner, cellar and crypt. 11

10 The washing room at the Inn. 4

11 The Boy's oldest brother put at shoveling coal and his mother at domestic work. 11

12 The Girl cared for by a strange companion, gropes slowly back to sanity and strength. 10

13 The women made to work in the fields and in the making of sand bags, in violation of the Hague Treaty. 12

14 Half in life and half in death, she goes on from day to day. 10

15 Our musketeers, in a new French uniform but an old service, placed where they are sure to do their best -- directly opposite their own village. 19

16 The hospital returns a familiar face. 5

17 "Unscrew the little cap-- and it's goodbye forever!" 7

18 Von Strohm visits the Inn. 4

19 Von Strohm, no longer in active service, now a member of the Secret Service. 11

20 Refusal to perform their appointed tasks subjected them to whipping or other punishments. 11

21 An old fashioned German quotes:

" Justice is the only Right!" 8

22 Von Strohm corrects him:

"~~Mighkxalonexixx Right~~
" Might alone makes Right!" 6

23 The Allies with fire and flame and the souls of men, win back inch by inch the sacred soil of France. 16

24 The white ribbon guides the British back from a night raid -- another inch gained! 12

25 Lloyd George's answer:

" I will put them wheel to wheel till we pound Democracy's truth home!" 13

26 Shrapnel. 3

27 They advanee under cover of their own curtain of fire. 8

28 Hun trench mortars. 3

29 Stokes guns -- British. 3

30 Consolidating captured ground. 3

31 Hun prisoners. 3

32 An invention of a Hun devil, perfected and HELL-ed back to them with interest! 10

33 Poison gas. 3

34 The Eyes. 3

35 The Boy, interpreting for the prisoners, hears news of his loved ones. 8

36 Also fighting Huns. 3

37 Imitating his hero. 3

38 The Boy, one of the night reconnoitering party, seeks information as to the strength of the enemies' lines. 12

39 Later:

" The Hun sentries are so far apart you could drive a regiment through them!" 12

40 The rumor spreads that the French are massing for a great attack. 9

41 "Love-- my Love, they are coming to save us--- don't you hear?" 10

42 Von Strohm and friends, with the aid of entertainers from Berlin, demonstrate the hardships of trench life.
Note... Replica of the Mouquet Farm dugout. 19

42a Life's contrasts. 3

43 The Mother's last words to her boys: " Be brave, my boys, be brave." 8

44 The sergeant, now promoted, glimpses real "Kultur". 6

45 The boys, unwilling to suffer profanation of their mother's memory at the enemies' hands--- 10

46 ---themselves perform a sacred service. 4

47 No requiem--save the ever-sounding guns. 6

48 No prayers -- save childish tears. 5

49 The Dungeons of Lust. 3

~~50~~ ~~A fortunate meeting brings her something~~

50 A fortunate meeting brings her something to live for. 7

51 After daring to bring them a little food -- and much love. 9

52 The agony of war's broken souls. 5

53 The Boy, now an officer, goes on a dating mission, in the enemies' uniform. 10

54 Von Strohm visits the main line on a tour of inspection. 7

55 " For France! I have but one life to give!" 6

56 Under cover of dark and rain, the boy reaches the enemies' lines. 10

57 A prayer for a safe return. 4

58 "An Euren Posten, verdammte Schweine!"
" Back to your posts, swine!" 9

59 The officers not so gullible. 4

60 The Boy trapped. 3

61 They accept the report that the visitor has been killed in the back areas. 10

62 After two days and nights in a shell hole, he gives the awaited signals. 11

63 Selecting the girls for deportation to the munition factories in Germany-- often meaning a fate worse than death! 15

64 She determines to go to the children and escape the dreaded deportation. 9

65 His mess closed, he comes to the Inn. 6

66 " Try the back door, sir." 4

67 A good memory for ~~xxxxxx~~ faces and ankles. 6

68 The same wall as --- 3

69 Crouched waiting to attempt the rescue of the village. 7

70 The surprise attack. 3

71 France -- a little nearer! 4

72 " Great Britain! 3

| | | |
|---|---|---|
| 73 | --- and nearer! | 3 |
| 74 | Scotland forever! | 3 |
| 75 | Leaving for the village. | 3 |
| 76 | " Von Strohm of the Secret Service is your man." | 7 |
| 77 | The Tanks! | 3 |
| 78 | " Deliver us, O Lord, deliver us!" | 5 |
| 79 | Awaiting deportation at the railway station. | 5 |
| 80 | " Younare my prisoner!" | 3 |
| 81 | The French counter. | 3 |
| 82 | Hun trenches. | 3 |
| 83 | Again their own village! | 4 |
| 84 | The oath to retake the village. | 4 |
| 85 | They pledge to meet death as man and wife. | 7 |

86 One trench between them and the village. 6

87 The Hun counter attack overwhelms the trench. 6

88 The French reserves told of the loss. 5

89 The Pillboxes. 3

90 The anguished prayer of France. 4

91 The unused upper rooms. 4

92 In the meantime -- in the trench-- 4

93 " You must surely die-- take me with you." 5

94 German defences. 3

95 The sound of their own guns gives frantic hope. 8

96 The French storm. 3

96 a The French at last! 3

97 Happy times -- on furlough. 4

~~98 sends her sonnets, the landwehl then fre~~ing peace and

98 America, the land of the free, sends her sons to free the world from Autocracy and bring back peace and laughter. 16

99 The End. 12

100 Copyright by D.W.Griffith, 1918.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

| | | |
|---|---|---|
| 649 | Title | HEARTS OF THE WORLD<br>Part Two. |
| 650 | Title | The Struggle of Civilisation. |
| 651 | Title | Among the leaders --- |
| 652 | Title | Joseph Jacques Cesaire Joffre,<br>who beat 'em at the Marne! |
| 653 | | Int. French Headquarters -- Joffre enters. |
| 654 | Title | David Lloyd George, one of the strongest shields against the poisoned bayonets of Autocracy. |
| 655 | | David Lloyd George looking at papers. |
| 656 | Title | The local headquarters of the German Army of occupation. |
| 657 | | Int. German headquarters -- soldiers taking orders. |
| 658 | Title | Though some portions escaped damage,<br>most of the town was destroyed. |
| 659 | | Ruins -- moving panorama of ruined village. |
| 660 | | Closer view of ruins -- mother and boys through. |
| 661 | Title | The Boy's family takes refuge in a distant part of the village. |
| 662 | | More ruins -- closer view -- mother and boys on and down steps. |
| 663 | | Int. cellar -- Mother and boys down steps. |
| 664 | | Scene back entrance --- refugees going down steps. |

| | | |
|---|---|---|
| 665 | | Mother and Boys -- interior of cellar. |
| 666 | Title | The Girl cared for by a strange companion, gropes slowly back to sanity and strength. |
| 667 | | Inn room -- Girl on bed -- Disturber feeding her. |
| 668 | Title | The Boy's oldest brother put at shoveling coal and his mother at domestic work. |
| 669 | | Ext. cellar -- Boys up out of cellar -- mother up. |
| 670 | | Insert Girl and Disturber in room talking. |
| 671 | | Another view of same. |
| 672 | | Long view of same -- Disturber exits. |
| 673 | | Hall -- Disturber out of room -- meets landlady. |
| 674 | Title | The women made to work in the fields and in the making of sand bags, in violation of the Hague Treaty. |
| 675 | | Ext. Street scene -- refugees waiting with baskets for orders. |
| 676 | | Int. factory -- girls and women coming in to work at sewing machines. |
| 677 | | Ext. German headquarters -- Mother on with basket -- enters. |
| 678 | | Int. Inn -- Hall -- Landlady on to girl's door. |
| 679 | | Int. Girls' room -- landlady in -- |
| 680 | | Hallway -- Landlady enters from room. |

| | | |
|---|---|---|
| 681 | | Ext. Back of Inn -- Landlady out to German soldier. |
| 682 | | Hall -- Disturber and Girl out of room. |
| 683 | | Ext. Inn yard --Landlady giving soldier names. Girl and Disturber on. -- |
| 684 | | Girl talking to landlady. |
| 685 | | Back yard -- women off with baskets. |
| 686 | | Street -- Soldier leading women off to work in fields. |
| 687 | | Field -- women on with baskets -- start to dig. |
| 688 | | Insert Girl with hoe working on ground. |
| 689 | Title | Our musketeers in a new French uniform but an old service |
| 690 | | Trench -- sandbagged. |
| 691 | | Insert Cuckoo and the Carpenter. |
| 692 | | Insert Cuckoo writing letter. |
| 693 | | The Carpenter mending socks. |
| 694 | | Long view of the trench. |
| 695 | | Insert soldier filing nails. |
| 696 | | Long view trench -- flea business. |
| 697 | Title | The hospital returns a familiar face to the trenches. |
| 698 | | Long view trench -- Boy on. |
| 699 | | Insert Boy. |

| | | |
|---|---|---|
| 700 | | Long view of trench -- Cuckoo kisses Boy. |
| 701 | | Int. Girl's room in Inn -- Disturber looking at Boy's picture. |
| 702 | | Insert Disturber. |
| 703 | | Insert Boy's picture. |
| 704 | | Insert Disturber. |
| 705 | | Long view -- Girl enters with clean clothes. Business -- Disturber shows watch, etc. Disturber exits -- Girl looks at picture. |
| 706 | | Ext. Back Door -- Disturber out -- German soldier asks for drink. |
| 707 | | Insert hand grenade box. |
| 708 | | Lestina talking about grenade. |
| 709 | Title | "Unscrew the little cap, Fritz -- and it's goodbye forever!" |
| 710 | | Close view of German soldiers talking. |
| 711 | | Long view -- Disturber out with drinks. |
| 712 | | Insert soldier showing how hand grenade works. |
| 713 | | Insert Disturber leaning against wall. |
| 714 | | Long view -- Disturber looking at grenade -- Girl out with basket. |
| 715 | | Insert Soldier and companion. |

| | | |
|---|---|---|
| 716 | Title | "They used to be idle people, painters and such, but our Kaiser makes them all work!" |
| 717 | | Long view -- German soldiers drinking. |
| 718 | Title | Von Strohm visits the Inn. |
| 719 | | Ext. Front of Inn -- Von Strohm and soldiers on in automobile. |
| 720 | | Closer view -- Automobile through gate. |
| 721 | Title | Von Strohm, now a member of the Secret Service of the German Army. |
| 722 | | At the door of the Inn -- Von Strohm out of automobile and inn. |
| 723 | | Int. German soldiers at tables -- Disturber on to Von Strohm to take order. Goes to kick him -- changes mind. |
| 724 | | Ext. Potatoe field -- women on at work. |
| 725 | | At Wagon -- Girl trying to lift basket. |
| 726 | Title | Refusal to perform their appointed tasks subjected them to shipping or other punshment. |
| 727 | | Closer view at wagon -- Girl cannot lift basket. |
| 728 | | Insert Girl and overseer. |
| 729 | | Insert Overseer with whip in hand. |
| 730 | | Insert Girl and overseer. |
| 731 | | Long view Girl trying to lift basket -- cannot. overseer beats her -- she falls. |

| | | |
|---|---|---|
| 732 | | Insert Overseer beating girl. |
| 733 | | Insert GIrl fallen over basket. |
| 734 | | Another view -- Longer -- Overseer pushes her away. Another woman lifts basket. |
| 735 | | Int. Inn -- Soldiers on. |
| 736 | Title | An Old Fashioned German quotes: "Justice is the only Right." |
| 737 | | Close view soldiers at table -- musician playing. |
| 738 | | Insert old fashioned German soldier. |
| 739 | | Insert Von Strohm. |
| 740 | Title | Von Strohm corrects him -- "Might along makes right!" |
| 741 | | Insert Von Strohm. |
| 742 | | Long view -- Von Strohm exits. |
| 743 | | Int. Girl's room -- Girl in - falls on floor exhausted. |

REEL TWO -- PART TWO.

| | | |
|---|---|---|
| 744 | Title | The Allies, with fire and flame and the souls of men, win back inch by inch the sacred soil of France. |
| 745 | | Medium view British soldiers marching -- back ground of field. |
| 746 | | Marching through village -- horse and cart in f.g. |
| 747 | | Close view English marching along road. |
| 748 | | Long line of wagons and artillery. |

| | | |
|---|---|---|
| 749 | | Close view artillery wagons and horses. |
| 750 | | View artillery marching along -- trees cut down. |
| 751 | | Horse soldiers along road. |
| 752 | | Distant view of English trenches. |
| 753 | | Closer view trenches. |
| 754 | | English soldier at observation post with megaphone. |
| 755 | Title | "Great Britain's steel bulldogs bark their defiant protest. |
| 756 | | English guns being fired -- distant view. |
| 757 | | Distant view field explosions |
| 758 | Title | The white ribbon marker guides them back from a night raid. |
| 759 | | Night scene -- The white ribbon running along. |
| 760 | | Night scene -- Another view white ribbon marker. |
| 761 | | Night scene -- smoke. |
| 762 | | Night scene -- same as 760/ |
| 763 | | Night scene -- long view soldiers following marker. |
| 764 | | View of German soldiers firing guns in ruins. |
| 765 | Title | The Eyes of the Allies. |
| 766 | | Two balloons. |
| 767 | | View of trenches from balloon. |

| | | |
|---|---|---|
| 768 | | View of injured balloon. |
| 769 | | View of big gun with shells -- English. |
| 770 | | Close view loading gun. |
| 771 | | Long view firing gun. |
| 772 | | Long view -- gun being fired. |
| 773 | | Distant view -- field -- explosions |
| 774 | | Long view of explosions -- b.g. hill -- smoke. |
| 775 | Title | A hot bird for the Kaiser. |
| 776 | | View of big guns on tracks. |
| 777 | | Another view of big gun. |
| 778 | | Distant view -- field explosions. |
| 779 | | View of big gun. |
| 780 | | Close view of explosion. |
| 781 | Title | Lloyd George's answer:<br>"I will put them wheel to wheel, until we pound Democracy's truth home." |
| 782 | | Long line of British guns being fired. |
| 783 | Title | Shrapnel |
| 784 | | Distant view of shrapnel explosions. |
| 785 | | Another view -- shrapnel explosions. |
| 786 | Title | Hun trench mortars. |
| 787 | | View of German trench mortars being fired. |

D. W. GRIFFITH COLLECTION
MOTION PICTURE ART FILM LIBRARY

| | | |
|---|---|---|
| 788 | | Insert hand at mortar. |
| 789 | | Another view of trench mortar. |
| 790 | Title | Stokes guns -- British. |
| 791 | | British loading gun. |
| 792 | | Insert British loading mortar. |
| 793 | | Distant view explosions in field. |
| 794 | | View of aeroplanes in sky. |
| 795 | | Another view aeroplanes. |
| 796 | | Lone aeroplane against clouds. |
| 797 | | View of aeroplanes and gunsmoke. |
| 798 | | Aeroplane very low over hills. |
| 799 | | Dark scene -- lone aeroplane. |
| 800 | | View of explosions in air. |
| 801 | | Distant view English soldiers across field. |
| 802 | | View of English soldiers in trench at Heliograph scene. |
| 803 | | Ext. British headquarters. |
| 804 | Title | Hun Prisoners. |
| 805 | | Bringing back prisoners -- Tommie kicking prisoner. |
| 806 | Title | The Boy, interpreting for the prisoners hears news of his loved ones. |
| 807 | | Trench scene -- The German prisoners come on. |

| | | |
|---|---|---|
| 808 | | Lon er view -- Boy on side of trench questions prisoner. |
| 809 | | Insert Boy. |
| 810 | | Insert German soldier explaining. |
| 811 | | Insert Boy. |
| 812 | | Insert German. |
| 813 | | Distant view of prisoners -- exit. |
| 814 | | More distant view -- prisoners through trench. |
| 815 | Title | An invention of a Hun Devil, perfected and HELL-ed back to them with interest |
| 816 | | Flame -- distant view -- explosion. |
| 817 | Title | Poison Gas. |
| 818 | | Insert hand working levers on gas tanks. |
| 819 | | Medium view of gas escaping from pipes. |
| 820 | | Distant view of escaping gas. |
| 821 | | View of British guns -- men putting on gas masks. |
| 822 | | Close view of English at guns. |
| 823 | | View of soldiers with gas masks through smoke. |
| 824 | Title | In the Dugout. The Boy tells the news of the village. |
| 825 | | Dugout -- Three musketeers -- Boy talking. |
| 826 | | Insert Boy and Anderson talking. |
| 827 | Title½ | Also fighting Huns. |

828 Int. Inn room -- Disturber wiping eyes on tablecloth. Woman stops her -- she goes on -- waitress stops her -- Disturber fights her -- run around table -- Disturber grabs bottle -- chases waitress out back door -- Disturber in again to table -- wipes eyes.

829 Title Imitating his hero.

830 Int. Cellar -- Ben walking up and down -- mother washing

831 Closer view -- Ben up and down with book and cane.

832 Distant view -- mother ill.

833 Title The Boy, one of the night reconnoitering party, seeks information as to the strength of the Enemies' lines.

834 Dark scene -- Boy being camouflaged ready to start out.

835 Dark scene.

836 Scene of Boy going over the top.

837 Distant view Boy over top.

838 View of Boy crawling along ground.

839 Distant view of Hun trenches.

840 View of periscope observation post.

841½ View of Boy crawling along ground -- dark.

842 View of Boy crawling under entanglements.

843 Close view -- Boy at wire entanglements.

844 Insert Boy cutting wires.

845 Insert shears cutting wire.

| | | |
|---|---|---|
| 846 | | Insert Boy cutting again -- crawls on. |
| 847 | | Distant view -- Boy under wires. |
| 848 | | Distant view -- German trench -- Von Strohm through. |
| 849 | | Boy on ground near bank. |
| 850 | | Boy on ground crawling along to trench. |
| 851 | | German trench - distant view -- Boy up to edge. German soldier through -- Boy back. |
| 852 | Title | Later. -- The Hun sentries are so far apart you could drive a regiment through them. |
| 853 | | French trench scene -- distant view -- Boy in. |
| 854 | | Close view -- Boy back in trench reporting. |
| 855 | Title | The rumor spreads that the French are massing for a great attack. |
| 856 | | Girl washing clothes. |
| 857 | | More distant view same -- Disturber in tells news. |
| 858 | | Distant view Int. factory -- girls working. |
| 859 | | Insert -- Girls telling news. |
| 860 | | Distant view factory. |
| 861 | | Int. Room -- Disturber and Girl in -- Disturber exits. |
| 862 | | |
| 863 | | |
| 864 | | |
| 865 | | |

866 Men asleep in dugout.

867 Insert Boy looking at picture.

868 Insert picture.

869 Insert Boy looking at picture -- talking to it.

870 Insert Boy back in old garden.

871 Flash back Girl talking to gosling.

872 Insert Boy in trench looking at picture.

873 Distant view - men asleep.

874 Insert Village carpenter asleep -- rat comes up.

REEL THREE -- PART TWO.

875 Int. Cellar -- mother staggers to bed -- ill.

876 Title Von Strohm and friends, with the aid of entertainers from Berlin, demonstrate the hardships of trench life.

Note -- Replica of a dugout found at the Mouquet Farm.

877 Int. German dugout -- Dancer in f.g.

878 Insert dancer.

879 Insert Von Strohm and girl.

880 Med. view dancer dancing.

881 Insert Von Strohm and girl drinking.

882 Title Life's Contrasts.

883 Int. Cellar -- Mother and boys.

884 Closer view -- mother talking to boys. -- kissing them good -bye.

885 Title The Mother's last words to her boys: "Be brave, my boys, be brave."

886 Back to scene -- mother says good-bye.

887 Distant view cellar -- Ben up to mother.

888 Insert Ben crying.

889 Insert Boy xx crying. (Francis)

890 Insert Ben tries to stop crying. kisses mother -- cries.

891 Medium view -- Boys pull Ben away.

892 Distant view -- Boys xxxx kneel at mothers side.

893 Title The Sergeant, now promoted, glimpses real "Kultur."

894 In Dugout -- Insert Von Strohm and Sergeant.

895 Distant view -- Dancer up to Sergeant.

896 Insert dancer in berth.

897 Distant view -- sergeant.

898 Dancing girl.

899 Insert -- Sergeant taking girl.

890 Distant view -- sergent off with girl.

891 Distant view -- dugout.

| | | |
|---|---|---|
| 892 | Title | The boys, unwilling to suffer profanation of their mother's memory at the enemies' hands --- |
| 893 | | Int. Cellar -- Boys start digging grave. |
| 894 | Title | --- Themselves perform a sacred service. |
| 895 | | Int. Cellr -- boys digging grave. |
| 896 | Title | No requiem -- save the ever-sounding guns. |
| 897 | | View of trenches -- dark -- explosions distant view. |
| 898 | | Int. cellar Boys lowering mother into grave. |
| 899 | Title | No prayers -- save childish tears. |
| 900 | | Boys covering grave -- boys kneel on grave. |
| 901 | Title | The Dungeons of Lust |
| 902 | | Int. Dugout --Germans in with two girls. |
| 903 | Title | Red boars trample the Lillies of France. |
| 904 | | Insert Von Strohm and officer looking at girl. |
| 905 | | Insert Sergent and girl. |
| 906 | | Von Strohm, officer and girl. |
| 907 | | Distant view -- three soldiers with the two girls. Soldier interferes -- they carry him out. |
| 908 | | Closer view girls - dead -- Germans leave them. |

| | | |
|---|---|---|
| 909 | Title | A fortunate meeting brings her something to live for. |
| 910 | | Ext. Back yard of Inn -- Girl out with clothes. Children up with shovels, etc. |
| 911 | | Closer view -- Girl sees children. |
| 912 | | Distant view -- Children run up to Girl. |
| 913 | | Closer view -- Girl with children. |
| 914 | | Insert Girl and Ben. |
| 915 | | Medium view -- Girl with children. |
| 916 | | Distant view -- children go off. |
| 917 | Title | After daring to bring them a little food -- and much love. |
| 918 | | Int. cellar -- Girl with children. |
| 919 | | Closer view Girl with Ben in arms. |
| 920 | | Ext. Girl up steps. |
| 921 | | Int. Boys in cellar. |
| 922 | | Ext. Ruined street -- Girl on goes through window. |
| 923 | | Distant view -- Girl through ruins. |
| ~~924~~ | | |

| | | |
|---|---|---|
| 924 | Title | Von Strohm visits the main line on a tour of inspection. |
| 925 | | Automobile over rough road to f.g. stops Von Strohm out. |
| 926 | Title | The Boy, now an officer, goes on a daring mission in the enemies' uniform. |
| 927 | | French trench -- medium view -- Boy on in German clothes. |
| 928 | | Close view -- Boy and soldier in trench. |
| 929 | Title | "For France! I have but one life to give!" |
| 930 | | Boy and soldier saying good-bye. |
| 931 | | Graveyard -- Girl near grave -- rain begins. |
| 932 | Title | Under cover of dark and rain, the Boy reaches the enemies lines. |
| 933 | | Dark scene -- explosions in distance. |
| 934 | | View of German trenches -- raining. |
| 935 | | Boy crawling along ground. |
| 936 | | German trenches -- Boy gets in -- raining. |

| | | |
|---|---|---|
| 937 | | German trench - long view -- Boy scolds German soldier. |
| 938 | Title | "An Euren Posten, verdammte Schweine!" "Back to you posts, swine!" |
| 939 | | Scene -- boy scolding Germans -- exits. |
| 940 | | Insert German soldier. |
| 941 | | Von Strohm and officers out of dugout -- off. |
| 942 | | |
| 943 | Title | A prayer for a safe return. |
| 944 | | |
| 945 | Title | The officers not so gullible. |
| 946 | | Dark -- trench scene -- Boy caught. |
| 947 | | German officers to meet Boy. |
| 948 | | Rain -- corner of trench -- Boy through. |
| 949 | | Medium view -- Rain on trench -- Boy and Germans on. |
| 950 | Title | The German lieutenant goes to investigate. |
| 951 | | German officer on looking for Boy -- Long view. |
| 953 | Title | The Boy trapped. |
| 954 | | German soldiers questioning Boy. |

| | | |
|---|---|---|
| 955 | | Boy fighting Germans in trench -- rain. |
| 956 | | Another view same -- bottom of trench. |
| 957 | | Boy running through angle of trench. |
| 958 | | German soldiers in bottom of trench. |
| 959 | | Dark -- German soldiers through after Boy. |
| 960 | | Boy over top of trench. |
| 961 | | German soldiers through another part of trench. |
| 962 | | Boy through weeds outsdie of trench -- smoke. |
| 963 | | German soldiers on to where Boy crawled out. |
| 964 | | Boy in weeds. |
| 965 | | German soldiers out of trench. |
| 966 | | Boy in weeds -- crawls out. |
| 967 | | Mud hole -- Boy gets in - raining. |
| 968 | | Soldiers through weeds looking for Boy. |
| 969 | | Boy in shell hole. |
| 970 | | Soldiers in weeds. |
| 971 | | Boy in shell hole. |
| 972 | | Soldiers going back. |
| 973 | Title | They accept the report that the visitor has been killed in the back areas. |

| | | |
|---|---|---|
| 974 | | German soldier on -- reports to head officer at door of dugout. |
| 975 | | Boy in shell hole. |
| 976 | | |
| 976 | | Ext. Headquarters German army in village. Automobile in front -- soldiers out and in. |
| 977 | Title- | After two days and nights in a shell hole, he gives the awaited signals. |
| 978 | | Insert Boy in shell hole firing pistol. |
| 979 | | Insert revolver. |
| 980 | | Insert Boy firing. |
| 981 | | Insert revolver. |
| 982 | | Insert Boy. |
| 983 | | Longer view -- Boy in shell hole. |
| 984 | Title | Selecting the girls for deportation to the munition factories in Germany -- often meaning a fate worse than death! |
| 985 | | In factory-- German officer selecting girls. |
| 986 | | Closer view -- officer talking to blonde girl. |
| 987 | | Insert Brunette girl -- Officer taking name. |
| 988 | | Int. Girl's room -- Officer in to Disturber and Girl. |

| | | |
|---|---|---|
| 989 | | Munition factory -- medium view. Officer talking to two girls. |
| 990 | | Distant view same scene. |
| 991 | | Girls in room -- soldiers exit. |
| 992 | ~~Title~~ | Landlady leaving with girls. |
| 993 | Title | She determines to escape the dreaded deportation -- though death be the alternative! |
| 994 | | Int. hallway -- Girl out of room. |
| 995 | | Int. kitchen -- dark -- Girl enters with lamp. |
| 996 | Title | His mess closed, he comes to the Inn. |
| 997 | | Ext. Von Strohm on to doorway -- enters. |
| 998 | | Int. Kitchen -- Girl cutting ham. |
| 999 | | Insert ham. |
| 1000 | | Ext. Von Strohm at door -- soldier comes on. |
| 1001 | Title | "Try the back door, sir." |
| 1002 | | Back to scene. |
| 1003 | | Int. Gish cutting ham -- puts ham away. |
| 1004 | | Ext. Seigmann and soldier off. |
| 1005 | | Int. Girl out of kitchen. |
| 1006 | | Hallway -- Girl through. |
| 1007 | | Ext. Von Strohm through wall at back of Inn. |

| | | |
|---|---|---|
| 1008 | Title | A good memory for faces and ankles. |
| 1009 | | Int. hallway -- Von Strohm in meets Girl. |
| 1010 | | Girl's room -- Von Strohm in - up to where he takes off gloves. |
| 1011 | | Ext. German sentry smoking near wall -- Boy comes on -- sentry stops him -- Boy scolds him for smoking -- goes on. In German uniform -- Sentry puzzled. |
| 1012 | | Int. Von Strohm and Girl. Von Strohm takes sandwich. |
| 1013 | | Hall -- Girl into hall followed by Von Strohm. |
| 1014 | | Main room of Inn -- Girl in followed by Von Strohm-- Girl tries door -- locked -- Von Strohm takes off coat -- Girl at other door -- also locked. |
| 1015 | | Insert Girl at blind man. |
| 1016 | | Insert Von Strohm gloating. |
| 1017 | | Insert Girl and blind man. |
| 1018 | | Distant view -- Von Strohm after Girl. |
| 1019 | | Medium view -- Von Strohm and girl near doorway. Von Strohm with bottle -- comes close to Girl -- rubs head --throws chair away -- sits on chair -- breaks bottle -- drinks. |
| 1020 | | |
| 1021 | | |
| 1022 | | |
| 1023 | | |

| | | |
|---|---|---|
| 1024 | Title: | Crouched waiting to attempt the rescue of the village. |
| 1025 | | Distant view battle field -- French in trench. |
| 1026 | | Closer view French in trench. |
| 1027 | | Anderson and Fawcett in trench. |
| 1028 | | Insert Fawcett (The Carpenter) |
| 1029 | | Insert Anderson (M. Cuckoo) |
| 1030 | Title | The Surprise attack. France! |
| 1031 | | Distant view trenchs -- French solders out and charge -- into another trench. |
| 1032 | | Trench -- Three musketeers out. |
| 1033 | | Insert the Carpenter charging |
| 1034 | | Insert M. Cuckoo, charging. |
| 1035 | | View of French trench -- soldiers out. |
| 1036 | | Longer view p- top of trench -- soldiers out -- throw themselves on ground. |
| 1037 | Title | Great Britain! |
| 1038 | | English soldiers out of trench -- |
| 1039 | Title | Scotland forever! |
| 1040 | | Scotch soldiers out of trench -- distant view explosions -- charge. |
| 1041 | | Int. Inn -- Von Strohm on chair gloating over Girl. |

1042 Insirt Girl.

1043 Insert Von Strohm.

1044 Insert Girl.

1045 Medium view -- Von Strohm and Girl. She tries to get away -- his leg blocks her.

1046 Ext. Boy up to break in wall -- shadow of xxx soldier on groung -- Boy back.

1047 Int. German Headquarters.

1048 Int. Inn -- Von Strohm stands up -- talks to Girl -- sits on floor.

1049 Insert Von Strohm on floor -- motions to Girl.

1050 Insert Girl.

1051 Insert Von Strohm.

1052 Medium view -- Girl tries to get away.

1053 Insert Girl's face.

1054 Medium view -- Girl gets away.

1055 Long view -- Girl running through.

1056 Medium view -- another part of room -- Von Strohm chasing Girl.

1057 Blind Musician -- Girl up to him.

1058 Long view interior -- Von Strohm holds girl.

1059 Ext. Officer knocking.

1060 Int. X Von Strohm to door.

| | | |
|---|---|---|
| 1061 | | Ext. Officer at door -- Von Strohm opens. |
| 1062 | | Int. Von Strohm and officer. |
| 1063 | | Ext. V. S. out to automobile -- gets in drives away. |
| 1064 | | View of automobile. |
| 1065 | | Int. Distant view -- Girl exits. |
| 1065 | Title | The same wall as --- |
| 1066 | | Ext. Boy in ruined garden. |
| 1067 | | Flash back -- Boy at gateway. |
| 1068 | | Other side of doorway -- Girl at gateway. |
| 1069 | | Boy in ruined garden. |
| 1070 | | Int. Girl out of main room of inn. |
| 1071 | | Hallway -- Girl through to own room. |
| 1072 | | Int. Room -- Girl into own room. |
| 1073 | | Ext. Distant view battle field. |
| 1074 | | Long line of English guns being fired. |
| 1075 | | Distant view same battle filed. |
| 1076 | Title | The Tanks! |
| 1077 | | View of ta ks in long line -- moving forward. |
| 1078 | | View of Tank coming forward -- goes into shell hole. |
| 1079 | | Closer view of tank. |
| 1080 | | Distant view tank com |

| | | |
|---|---|---|
| 1080 | | Distant view tank coming out of shell hole. |
| 1081 | | Distant view tanks moving forward. |
| 1082 | | Tank moving into shell hole with water. |
| 1083 | | View of tank in waterhole. |
| 1084 | | Another view of tank going ~~in~~ into shell hole with water. Explosion. |
| 1085 | | Flame and smoke. |
| 1086 | | Distant view explosions -- soldiers in f.g. |
| | Title | The Scotch strike! |
| 1087 | | Trenches -- German soldiers firing. Scotch on to trench. |
| 1088 | | Longer view same. |
| 1089 | | Closer view Scotch in trench. |
| 1090 | | English soldiers charging after Scotch. |
| 1091 | | Headquarters of the village. |
| 1092 | Title | Leaving for the village (Out here?) |
| 1093 | | Landlady and people leaving Inn. |
| 1094 | | Landlady locking up. |
| 1095 | | Another view landlady leaving. |
| 1096 | | German soldiers going into headquarters. |
| 1097 | | Int. Headquarters -- German soldiers in |

| | | |
|---|---|---|
| 1098 | Title | The mothers' all night vigil with their daughters before the final separation in the morning. |
| 1099 | | Int. Cellar -- Mothers with daughters. |
| 1100 | | Insert mother and daughter in f.g. |
| 1101 | | Distant view same scene. |
| 1102 | Title | |
| 1105 | | Awaiting deportation at the railway station. |
| 1106 | | Mothers and daughters at the railway station. |
| 1107 | | Another view at the station. |

REEL FIVE -- PART TWO.

| | | |
|---|---|---|
| 1108 | | EXT. headquarters -- Von strohm out and off. |
| 1109 | | Another view exterior. |
| 1110 | | Ext. Wall -- Boy on to wall. |
| 1111 | | Int. Gish getting sandwich. |
| 1112 | | Insert Sandwich in paper. |
| 1113 | | Int. Room -- Girl preparing to leave. |
| 1114 | | Ext. Back yard -- Boy on - Sentry by broken wall. |

W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

| | |
|---|---|
| 1115 | Sentry by broken wall. |
| 1116 | Back to Boy watching sentry. |
| 1117 | Boy up to hole in wall. |
| 1118 | Int. Girl out of her room. |
| 1119 | Hallway --- Girl through. |
| 1120 | Back Yark -- Boy at back door -- distant view. |
| 1121 | Closer view -- Boy. |
| 1122 | Girl out of back door of Inn. Boy on meets her. Recognition. |
| 1123 | Int. Inn room -- Von Strohm in to Disturber. |
| 1124 | Closer view -- Von Strohm and Disturber near stairs. |
| 1125 | Hallway -- Disturber in. |
| 1126 | Ext. Girl and Boy in embrace. |
| 1127 | Int. Hall -- Dorothy through. |
| 1128 | Ext. Back door -- Disturber out. |
| 1129 | Ext. Girl and Boy. |
| 1130 | Back door -- Disturber out to Girl and Boy. |
| 1131 | Girl, Boy, and Disturber. |
| 1132 | Int. Inn -- Von Strohm out door to Hallway. |
| 1132-A | Int. Hall -- Von Strohm onto Girls room |
| 1133 | V. S. in to Girl's room |
| 1134 | Von Strohm in hall. |
| 1135 | Ext. Two girls and Boy in yard. |

1136 Hallway -- Von Strohm back through hall.

1137 Ext. Girl, Boy and Disturber.

1138 Hallway -- Disturber through with bread.

1139 Int. Main room Inn -- & Disturber in.

1140 Insert Von Strohm talking to Disturber.

1141 Another view Siegman talks to Disturber.

1142 Ext. Distant view -- Soldier on -- sees cigarette.

1143 Insert cigarette.

1144 Closer view -- soldier taking up cigarette.

1145 Insert Girl and Boy.

1146 Longerview -- Boy and girl into house.

1147 German soldiers near stone wall -- report.

1148 Girl and Boy into back door.

1149 Back to soldiers at stone wall.

1150 Soldier at wall knocking pipe.

1151 Girl and Boy into back door of Inn.

REEL SIX -- PART TWO.

1152 Girl and Boy into Hallway.

1153 Girl and Boy into Girl's room. Boy falls.

1154 Sergeant at back door of Inn.

| | | |
|---|---|---|
| 1155- | | Hallway -- Sergent into Girl's door. |
| 1156 | | Int. Boy and Girl. |
| 1157 | | Hallway -- Sargent up to door. |
| 1158 | | Int. Girl up to door. |
| 1159 | | Insert Girl and Sergent at door. |
| 1160 | | Insert Boy sleeping on floor. |
| 1161 | | Girl and Sergent at door -- He goes off. -- Girl goes to close door -- Sergent suspicious. |
| 1162 | | Distant view -- Sergent breaks into room -- talks to Boy -- |
| 1163 | | Insert Sergent. |
| 1164 | | Insert Boy on Floor. |
| 1165 | | Insert Sergent. |
| 1166 | | Insert Boy. |
| 1167 | | Insert Girl frightener. |
| 1168 | | Insert Boy. |
| 1169 | | Distant view sergent talking -- |
| 1170 | Title | "You are my prisoner!" |
| 1171 | | Distant view room -- Sergent starts fight with Boy. Boy and Sergent struggle. |
| 1172 | | Insert of struggle. |
| 1173 | | Insert Girl. |

| | | |
|---|---|---|
| 1174 | | Insert Boy and sergent. |
| 1175 | | Insert Girl |
| 1176 | | Insert Boy and sergent struggling for gun. |
| 1177 | | Insert Girl with knife. |
| 1178 | | Distant view Girl stabs sergent. |
| 1179 | | Insert sergent and Boy. |
| 1180 | | Distant view sergent falls. |
| 1181 | | Ext. The sentry. |
| 1182 | | Int. Sergent out into hall. -- falls. |
| 1183 | | Distant view room -- Girl and Boy. |
| 1184 | | Insert Girl and Boy |
| 1185 | | Distant view - room girl and boy. |
| 1186 | | Hall -- Girl and Boy out of room. |
| 1187 | | Ext. Back door of Inn -- Girl and Boy out. |
| 1188 | | Closer view -- Girl and Boy to foot of steps. |
| 1189 | | Longer view -- Girl and Boy up steps. |
| 1190 | Title | The unused upper rooms. |
| 1191 | | Girl and Boy into upstairs room. |
| 1192 | | Insert Girl and Bly sitting on bench. |
| 1193 | | Distant view in upstairs room -- boy eating. |

| | | |
|---|---|---|
| 1194 | | Hallway -- Sergent on floor moves. |
| 1195 | | Von Strohm at table -- Disturber waiting on him. |
| 1196 | | ~~Hallway~~ Hallway -- M Sergent moving. |
| 1197 | | Insert Boy and Girl upstairs. |
| 1198 | | Von Strohm and Disturber in main room of inn. |
| 1199 | Title | In the meantime ----- |
| 1200 | | Distant view battle field -- explosions. |
| 1201 | | British soldiers charging -- |
| 1202 | | Distant view -- battle field -- soldiers charging. |
| 1203 | | Insert M. Cuckoo charging -- singing. |
| 1204 | Title. | Hun Trenches |
| 1205 | | Germans in trench -- explosion -- retreat. |
| 1206 | | German soldiers in trench. |
| 1207 | | Explosion. |
| 1208 | Title | The pillboxes. |
| 1209 | | View of buildings -- French soldier in f.g. |
| 1210 | | Insert two french soldiers throwing bombs. |

1211 Another view same.

1212 Insert hand holding hand grenade ready to throw.

1213 Insert soldier firing bomb.

1214 View inside pillbox -- Germans.

1215 View of British soldiers.

1216 Longer view --

1217 Insert Two British soldiers firing.

1218 Insert hand grenade.

1219 View two British soldiers.

1220 Insert rifle grenade inserted in gun.

1221 British soldiers firing.

1222 Pillboxes -- Soldier on -- into.

1223 Shell hole just outside.

1224 Int. Pill boxes -- German soldiers.

1225 Outside -- Soldier throws bomb.

1226 Int. Bomb enters pillboxes.

1127 Ext. Soldier out of shell hole.

1228 Distant view - soldiers marching.

MUSEUM OF MODERN ART FILM LIBRARY

1229 View of Huns in trench.

1230 View of French charging.

PROLOGUE

A We beg your indulgence for this short prologue. It has no possible interest save to vouch for the rather unusual event of an American producer being allowed to take picture s on an actual battlefield.

B D. W. Griffith working on his latest production, under the auspices of the British War Office Official Cinemagraph Committee.

C The battle scenes in the latter part of the picture made through the courtesy of the Allied Governments.

D At Cassel.....Meeting the War Correspondents.

E Before a flight.

F At the Cloth Hall at Ypres.

G Captured concrete pillboxes at Passendelle Ridge.

H Heavy Artillery

I A gas alarm.

J A communicating trench, 200 yards from the enemy.

K D. W. Griffith sets up his camera in the British front line trench at Cambrin, fifty yards from the enemy's lines. 30

Note...The interested look upward is directed toward passing shells. "Where will the next one fall?"

L Three rifle grenades have just fallen 20 yards away.

M At #10 Downing Street. David Lloyd George wishing Mr. Griffith success for this picture. 15

N Apologies and thanks. 5

The picture follows.

1 D. W. GRIFFITH

presents

"HEARTS OF THE WORLD"

2 THE STORY OF A VILLAGE.

An old fashioned play

with a new fashioned theme.

3 Scenario by M. Gaston de Tolignac.

Translated into English by Capt.

Victor Marier.

Under personal direction of D. W. Griffith.

4 The first part of our play tells the story

of the village in the time of peace.

5 Taken from the lives to two American

painters, who, in their youth, went to

this village in Northern France to paint

the old Roman wall, whose stones were laid

by the legions of Caesar.

6 Here they dreamed the dreams of youth.

When Fate was unkind to them, they made

their home in the village, possibly for

reasons of economy.

7 One of the friends died, leaving a daughter, a wife and her aged father.

8 At the outbreak of the Great War, they suffered with the rest of that stricken land.

9 Peaceful days in the year of 1912. The village at the time of spring, where people love and hate, cry and laugh, sin and are forgiven -- even as you and I.

10 The market place.

11 The double house in which live the two American families on the Rue de la Paix (the Street of Peace).

12 The lonely home is brightened by pleasant news. The daughter has given up a promised trip to America and is returning to her mother and grandfather.

13 The Grandfather's bad turn keeps Mother in the house, so Daughter is escorted home by the village Ford.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

14 The Boy, son of the other American painter, killed ~~hurt~~ with the genius denied the father, has just returned from Paris. 15

15 The fussy little mother sometimes thinks herself neglected. 7

16 Three harmless little goslings. 3

17 The Wanderer. 5

18 One of the many prayers. 10
"Please make me so nice and good that Boy will love me forever and ever."

19 Time brings to the Girl interest in fashions and other little nets to catch love, after the manner of the world. 12

20 The littlest one of the Boy's three brothers is inclined to hero worship. 10

21 This little love affair between them has been going on about five years. 6

22 With great enthusiasm he reads from his latest manuscript. 6

23 Afternoon.
She reads
his verse of love,
deathless -- unending.

24 A visiting street singer's imitation of
a late success from Paris.

25 Monsieur Cuckoo argues with his friend,
the village carpenter, on the correct
method of laying sod.

26 The Little Disturber makes an impression.

27 Much impressed, she naively suggests
another meeting.

28 Monsieur Cuckoo makes advances.

29 Having so far strangely escaped flatterers,
she now seems down for the count.

30 Von Strohm -- a "tourist" -- sometime
serving the greatest military autocracy
the world has ever known.

31 Kaiser Wilhelm of Germany tempted by a mad dream of ruling the world with the Power of Might. 7

32 Sheltered beneath the hill, is the village Inn, recently purchased by a woman from the East. 11

33 A deaf and blind musician playing melodies remembered from his youth. 7

34 Twilight minstrelsy. 7

35 The Girl hears an olden song -- "Spring is the time for loving." 12

36 "When all the world is young, lass, and all the trees are green."

37 The wall between. 5

38 Jealousy! 5 2:49

39 Von Strohm, much interested in village architecture -- and foundations. 10 50

40 Perseverance and perfume. 10 57



D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

41 "Just one little walk -- so -- so you can tell me why you don't like me."

42 The end of the world.

43 "Only you forever and ever."

44 "Forever and ever."

45 The betrothal party.

46 Too persistent.

47 Even her blows are caresses.

48 Afterwards -- If we can't get what we want, let's want what we can get.

49 The German Militarists plan the dastardly blow against France and civilization.

50 With white thread and whiter dreams, she works on her wedding clothes.

51 The village Crier, butt of all jests, at last becomes important.

52 War!

53 "I will see what it's about."

54 The three musketeers read the news together.

55 "It means War!"

56 Though an American citizen, believing the land that is good enough to <u>live in</u> is good enough to <u>fight for</u>, he makes his farewells and offers his life to France.

57 "I'll be back soon."

58 Tears are shed -- even for Monsieur Cuckoo.

59 "I will be back in three weeks with a lock of hair, all for you -- the Kaiser's mustache!"

60 The Girl's sad heart masked with smiles, as were millions of others in troubled France.

61 "Forever and ever!"

62 The sons of France go to defend their homes.

63 The wedding clothes.

64 In the little room where she had dreamed so many sweet dreams, she puts her sweetest one away.

65 The Boy's regiment placed in a bulwark of trenches directly outside his own village.

66 The Prussian hordes massing for the attack.

67 France!

68 French Artillery.

69 The French swear to hold the trench defending the village until the death.

70 The lines of the German legions.

71 Battery commanders -- British.

72 Bringing up the guns.

73 The British Cavalry hold until they bring back the guns.

74 At home, The Boy's letters assure them the village is safe. 7
"The Germans shall never break through."

75 The Gendarme warns the villagers to evacuate. 5

76 "Danger? Impossible! The French line can never be broken." 5

77 Before the time set for the French advance, the Germans attack. 5

78 The pounding of the guns. 3

79 The Huns waiting to spring. 2

80 The bombardment trying the souls of men. 2

81 The Germans. 2

82 The French. 3

83 The Huns' Song of Hate. 2 3 20

84 The French still hold. 2

85 The triumph short-lived. 2

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

86 The French ordered to retreat. 3

87 The Boy, true to his promise, fights on. 4

88 The great retreat. 2 3 22

89 The great retreat.

89-A Into ranks again! 2

90 The very last trench outside the village. 3 3 23

91 Von Strohm in his glory. 2

92 The Boy brokenhearted, knowing that retreat has doomed his loved ones in the village. 6 3 25

93 The German artillery moves to flay the village. 5 3

94 The Long gray line of Huns. 3

95 The very day set as their wedding day brings the last warning. 4

96 Refugees leaving their broken little world. 4 ✓

97 The Boy's father. 2 3 28

98 The sheltered Inn.

99 The French make another heroic effort.

100 The officer killed, the Boy takes command.

101 In this massacre of innocents, the Girl's mother is sorely stricken.

102 The night.

103 Beneath the risen moon.

104 The mind of the simple soul broken by shell and terror -- sweet bells jangled, out of tune.

105 Reinforcements.

106 The desperate onslaught turns the battle from the village.

107 A wounded neighbor tells where the little company battles.

108 The Boy struggles back toward home.



D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

109 This was to have been their wedding day, so through a befogged and dizzy path she goes to find her bridegroom. 10 37

110 The Bridegroom. 2

111 The Haloed Crimson Cross. 4 41

112 The French success short-lived before the never ending flood. 5

113 The refugees seek shelter at the inn. 2 42

114 The conquerors.

115 END OF PART ONE. 43

116 INTERMISSION SIX MINUTES. 3

117 HEARTS OF THE WORLD

Part II.

118 THE STURGGLE OF CIVILIZATION.

119 AMong the leaders in the struggle --

120 Joseph Jacques Cesaire Joffre!

121 David Lloyd George, one of the strongest shields against the poisoned bayonets of Autocracy.

122 The local headquarters of the German army of occupation.

123 Though some portions escaped damage, most of the town was destroyed.

124 The Boy's family takes refuge in a distant part of the village.

125 Distracted atoms of humanity -- seeking shelter in hole and corner, cellar and crypt.

126 The Boy's oldest brother put at shoveling coal and his mother at domestic work.

127 The washing room at the Inn. 53

128 The Girl, cared for by a strange companion, gropes slowly back to sanity and strength. 1/2

129 The women made to work in the fields and in the making of sand bags, in violation of the Hague Treaty. 54

130 Half in life and half in death, the Girl goes on from day to day. 55 1/2

131 Our musketeers in a new French uniform but an old service, placed where they are sure to do their best -- directly opposite their own village. 1/2

132 The hospital returns a familiar face. 56 1/2

133 "Unscrew the little cap -- and it's goodbye forever!" 58 1/2 59

134 Von Strohm, no longer in active service, now a member of the Intelligence Department.

135 Refusal or inability to perform their appointed tasks subjected them to whipping or other punishments. 59 1/2

136 An old fashioned German quotes:

"Justice is the only Right!"

137 Von Strohm corrects him:

"Might alone makes Right!"

138 The Allies with fire and flame and souls of men win back inch by inch the sacred soil of France, righting her wrongs.

139 The French.

140 Great Britain's steel bulldogs bark their defiant protest.

141 The white ribbon guides the British back from a night raid -- another inch gained!

142 The Eyes of the Allies.

143 Lloyd George's answer:

"I will put them wheel to wheel until we pound Democracy's truth home."

144 Shrapnel barrage.

145 Hun trench mortars reply.

146 Stokes guns -- British. 4.15 3/4

147 Consolidating captured ground. 6 1/2

148 The French bring back Hun prisoners. 3/4

149 The Boy, interpreting for the prisoners, hears news of his loved ones. 6 1/2 (50)

150 Flame -- an invention of a Hun devil, perfected and HELL-ed back to them with interest. 7 1/2

151 Poison gas. 8 ~~1/2~~

152 In the dugout, The Boy tells the news of the village. 8 1/2

153 Also fighting Huns. 3/4

154 Imitating his Hero. 9 1/2

155 The Boy one of the night reconnoitering party, seeks information as to the strength of the enemy's lines. 3/4

156 Later: "The Hun sentries are so far apart you could drive a regiment through them." 11 1/2

157 The rumor spreads that the French are massing for a great attack. 3/4

158 "My love, my dead love, they are coming to save us. Don't you hear -- don't you hear?" 12 1/2

159 Von Strohm and friends, with the aid of entertainers from Berlin, demonstrate the hardships of trench life. 14

Note... Replica of the Mouquet farm dugout.

160 Life's Contrasts! 15

161 The Mother's last words: "Be brave, my boys, be brave." 15 1/2

162 The sergeant, now promoted, glimpses real "Kultur." 16 3/4

163 The little brothers, unwilling to suffer profanation of their mother's memory at the enemies' hands --- 17 1/2

164 ---themselves perform a sacred service. 3/4



D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

165 No requiem -- save the ever-sounding guns. (12:50)

166 No prayers -- save childish tears. 18 1/4

167 The Dungeons of Lust. 19

168 A fortunate meeting brings ~~her~~ the Girl something to live for. 19 1/2

169 After daring to bring them a little food -- and much love. 19 3/4

170 Von Strohm visits the main line on a tour of inspection. 20

171 By the old home. 3/4

172 The agony of War's broken souls.

173 The Boy, now an officer, goes on a daring mission, in the enemies' uniform.

174 "For France! I have but one life to give!" 1/4

175 Under cover of dark and rain, the Boy reaches the enemies lines. 1/2



G. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

176 "An Euren posten, verdammte Schweine!" 22/4

"Back to your posts, swine!"

177 The officers not so gullibe. 1/2

178 The German lieutenant goes to investigate. 23

179 The Boy trapped 1/4

180 The accept the report that the visitor has been killed in the back areas. 24 1/2

181 After two days and nights in a shell hole inside the German lines, he gives the awaited signals. 25-25

182 Selecting the girls for deportation to the munition factories in Germany -- often meaning a fate worse than death! 25 12

183 She ~~determines to go to the children and~~ attempts to escape the dreaded deportation p- though <u>death</u> be the alternative. 26 3/4

184 Von Strohm, his mess closed, comes to the Inn. 27 1/4

185 "Try the back door, Sir." 1/2

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

186 A good memory for faces and ankles.

187 The Boy, unable to return to the French lines, reaches the edge of the village. 28 1/4

188 The Allies crouched waiting to attempt the rescue of the village. 30 1/4

189 The oath to retake the village. 1/2

190 The surprise attack -- France! 30 1/2

191 Great Britain! 31

192 Canadians Forward! ~~32~~

193 Scotland forever! 1/4

194 Also leaving the village. 32

195 The same wall as--- 34 3/4

196 ~~--- and nearer.~~ 36 1/4

197 Forward, Tanks!2 35 1/4

197-a The Scotch Strike. 36 1/2

198 The mothers' all night vigil with their daughters before the final separation in the morning. 37 1/2



D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

37 1/2

199 Awaiting deportation at the railway station.

200 In the meantime ---

201 "You are my prisoner!" 42 1/4

202 The unused upper rooms. 33/4

203 In the meantime the French -- a little nearer! 44 1/2

204 Hun trenches. 3/4

205 Pillboxes bar the way. 45

206 Again they see their own village. 3/4

207 They pledge to meet death as man and wife. 46

208 Only one more trench between the French and the village. 3/4

209 The Hun counter attack overwhelms the trench. 47 1/2

210 The French reserves told of the loss. 2/4

211 The French counter. 48 1/4



D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

212 The sound of their own guns gives frantic hope. 48 3/4

213 The Germans. 57 1/4

214 The French. 57 25

215 The anguished prayer of France. 52

216 "You must surely die -- take me with you." 1/2

217 German defences. 54 3/4

218 The French storm. 55 3/4

219 Happy times -- on furlough. 58 1/2

220 America, the land of the free, sends her sons to free the world from Autocracy and bring back peace and laughter. 59 1/2

5-11 1/2

221 The End. 1

222 Copyright by D. W. Griffith 1918.

(?) 197-a The Scotch strike.

(?) The German charge.

(?) Australia.

Lillie at chest
bottle slow
How fast is
first bottle run

Dorothy & Cochran at what
speed -

House Com tells
wrong support
mutual
Louder effect
on shutter
Roll on Drums
House Parliament

tells to long.
A country that is
good enough
Bob & Lillie flag
farewell 5 posts
to slow

Chang music to
funeral march

Revised Version

D. W. Griffith sets up his camera in the British front line trench at Cambrin, fifty yards from the enemy's lines.

The interested look upward is directed toward passing shells.

## CONTINUITY

1 MAIN TITLE

D. W. GRIFFITH

presents

" HEARTS OF THE WORLD "

2 Title

The story of a village.
An old fashioned play with a new fashioned theme.

3

Scenario by M. Gaston de Tolignac.
Translated into English by Capt. Victor Marier.
Under personal Dicrection of D. W. Griffith.

God help the nation

4

The ~~first part~~ of our play tells the story of the village in the time of peace.

Let us not forget

5

Taken from the lives of two American painters, who, in their youth, went to this village in Northern France tc paint the old Roman wall, whose stones were laid by the legions of Caesar.

6

Here they dreamed the dreams of youth. When fate was unkind th them, they made their home in the village, possibly for reasons of economy.

7

One of the friends died, leaving a daughter, a wife and her aged father.

8

~~At the outbreak of the Great War, they suffered with the rest of that stricken land.~~

9

Peaceful days in the year of 1912. The village at the time of spring where people love and hate, cry and laugh, sin and are ~~g~~ forgiven--even as you and I.

8 Distant view of village -- panorama

9 The Market place.

10 Street scene -- market place where streets come together.

11 Close up cart with children in it.

12 View of cart and donkey.

13 Distant view village streets.

14 River scene -- cows on bank.

15 The double house in which live the two American families on the Rue de la Paix (The Street of Peace.)

16 Exterior Girl's home.

17 The lonely home is brightened by pleasant news. The daughter has given up a promised trip to America and is returning to her mother and grandfather.

18 Interior Girl's home -- Grandfather on -- mother enters reading letter.

19 LETTER -- Your daughter is coming back to you. She struggled all night between her hopes of the future in America and her love for you. She wept bitterly. Before time for sailing, she said, "If Mama has to stay in France and care for Grandpa, I won't leave her."
So she is going back to you. I find her a dear child, with an old fashioned faith in love and prayer.

20 Back to scene -- Fade.

| | | |
|---|---|---|
| 21 | Title | The Grandfather's bad turn keeps Mother in the house, so Daughter is escorted home by the village Ford. |
| 22 | | Exterior -- street scene. Girl along with bundles -- old man with wheelbarrow following. |
| 23 | | Interior -- Crowell looking for Girl out window. |
| 24 | | Exterior doorway -- Girl and man with barrow on. |
| 24 | | Interior -- Girl enters. |
| 25 | | Insert Girl. |
| 26 | | Another insert Girl -- closer |
| 28 | | Longer view -- Girl kisses mother. |
| 29 | | Insert Girl and grandfather. |
| 30 | | Long view of interior of room. |
| 31 | | Insert Girl talking to Crowell -- kisses her. |
| 32 | | Back to long view -- Girl sits with mother on knee. |
| 33 | Title | The Boy, son of the other American painter, burnt with the genius denied the father, has just returned from Paris. |
| 34 | | Insert Boy reading manuscript in summer house. |
| 35 | | Insert father tearing painting -- summer house. |
| 36 | | Another view summer house -- Bruce enters with tray. |
| 37 | Title | The fussy little mother sometimes thinks herself neglected. |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

| | | |
|---|---|---|
| 38 | | Insert Mother and Boy -- business washing clothes-- Boy kisses mother -- |
| 39 | | Girl hoeing in garden -- back tired. |
| 40 | Title | Three harmless little goslings. |
| 41 | | Girl with two goslings in lap. |
| 42 | Title | The wanderer. |
| 43 | | Insert lone gosling. |
| 44 | | Gate in wall -- gosling through up to foreground. |
| 45 | | Other side of wall -- Girl on after gosling. |
| 46 | | Gate in wall -- Girl through after gosling. |
| 47 | | Boy on bench writing -- gosling comes on -- Girl and boy search. |
| 48 | | Insert gosling. |
| 49 | | Girl and Boy chasing. |
| 50 | | Insert gosling. |
| 41 | | Girl and Boy around bench. |
| 52 | | Insert Girl calling. |
| 53 | | Insert Boy watching. |
| 54 | | Insert Girl talking to gosling. |
| 55 | | Another view bench -- Girl and Boy catch gosling. |
| 56 | | Insert Girl scolding pet -- it talks back. |

57 Insert Boy watching.

58 Long view -- Girl off with gosling.

59 Scene near gate -- Girl ontalking to pet.

60 Boy at bench -- goes back to writing.

61 Interior Girl's room -- Girl on -- goes to bedside-- prays.

62 Title One of the many prayers. "Please make me so nice and good that Boy will love me forever and ever."

63 Closer view Girlpraying at bedside. jumps up into bed.

64 Title Time brings to the Girl interest in fashions and other little nets to catch love, after the manner of the world.

65 Interior -- Girl with fashion book talking to mother -- Grandfather holding yarn -- girl out.

66 Title- The littlest one of the Boy's three brothers is inclined to hero-worship.

67 Exterior summer house -- Boy on floor -- Ben sitting beside him.

68 Title This little love affair between them has been going on about five years.

69 Insert Boy and Brother -- brother pulls tie.

REEL TWO

| | | |
|---|---|---|
| 70 | Title | With great enthusiasm he reads from his latest manuscript. |
| 71 | | Summer House -- Boy reading from manuscript. |
| 72 | | Insert Ben at Boy's feet -- shining shoes. |
| 73 | | Back to long view. |
| 74 | | Insert Ben at Boy's feet polishing shoes -- rides on boot. |
| 75 | | Back to long view -- Boy steps back and forth. |
| 76 | | Insert Ben riding on shoe. |
| 77 | | Back to long view -- Girl and mother enter back of summer house. |
| 78 | | Insert two Boys playing -- Ben on. |
| 81 | | Back to long view -- Girl and mother listening. Congratulations. Girl and Boy left alone. Boy gives Girl manuscript. |
| 82 | | Cut to Boys spanking Ben. |
| 83 | | Long view Girl and Boy seated on bench. |
| 84 | Title | Afternoon. She reads his verse of love -- Deathless--unending. |
| 85 | | Garden scene -- Girl on bench reading. |
| 86 | | Insert Boy watching from another part of garden. |
| 87 | | Insert Girl. |
| 88 | | Boy watching. |

| | | |
|---|---|---|
| 89 | | Long view -- Girl on bench with manuscript. |
| 90 | Title | A visiting street singer's imitation of a late success from Paris. |
| 91 | | Street -- public square -- crowd watching Disturber. |
| 92 | | Closer view -- Dorothy dancing. |
| 93 | | Same scene -- longer view -- Dorothy collecting money. |
| 94 | | Monsieur Cuckoo argues with his friend, the village Carpenter, on the correct method of laying sod. |
| 95 | | Anderson and Fawcett in garden. |
| 96 | | Insert Anderson (Cuckoo) laying sod. |
| 97 | | Insert Fawcett (Carpenter) |
| 98 | | Insert Cuckoo working at sod. |
| 99 | | Long view -- Cuckoo and Carpenter arguing. |
| 100 | | The Little Disturber makes an impression. |
| 101 | | Back to scene -- Disturber on to two men. |
| 102 | | Closer view -- Disturber, Cuckoo, Carpenter-- Carpenter takes money. |
| 103 | | Another view -- Disturber exits -- Carpenter exits. Cuckoo looks after Disturber. |
| 104 | | Exterior -- village street -- Boy walking along reading from book. |

| | | |
|---|---|---|
| 105 | | Street -- outside Boy's home -- wall -- Disturber along wall -- meets Boy. |
| 106 | | Insert Boy and Disturber -- business with money. |
| 107 | Title | Much impressed, she naively suggests another meeting. |
| 108 | | Insert Boy and Disturber. |
| 109 | | Insert Disturber flirting. |
| 110 | | Insert Boy -- laughs. |
| 111 | | Insert Disturber flirting. |
| 112 | | Long view -- Disturber and Boy -- Disturber exits. |
| 113 | Title | Monsieur Cuckoo makes advances. |
| 114 | | Exterior -- gateway in old stone wall. M. Cuckoo out -- meets Disturber--business snipping. |
| 115 | Title | Having so far strangely escaped flatterers, she now seems down for the count. |
| 116 | | Interior -- Disturber's room -- she enters. |
| 117 | Title | Von Strohm -- a "tourist" -- sometime serving the greatest military autocracy the world has ever known. |
| 118 | | Exterior street in front of Girl's house -- Seigmann meets Boy. |
| 119 | Title | The shadow. Kaiser Wilhelm of Germany tempted by a mad dream of ruling the world with the Power of Might. |
| 120 | | Kaiser seated at table. |
| 121 | | Back to view of Von Strohm and Boy -- Boy exits. |

| | | |
|---|---|---|
| 122 | Title | Sheltered beneath the hill, is the village Inn, recently purchased by a woman from the East. |
| 123 | | Distant view of Inn -- Von Strohm comes on. |
| 124 | | Interior Inn - long view - woman reading. |
| 125 | Title | A deaf and blind musician, playing melodies remembered from his youth. |
| 126 | | Insert of musician playing -- servant girl watching - gives drink - talks to him. |
| 127 | | Long view interior -- Fade. |
| 128 | | Exterior - closer view - Von Strohm in to Inn. |
| 129 | | Interior - Long view -- Von Strohm enters. |
| 130 | | Closer view -- Von Strohm and woman - gives her money. |
| 131 | Title | Twilight minstrelsy. |
| 132 | | Old fashioned street -- Disturber and two men strolling along. |
| 133 | Title | The Girl hears an olden song "Spring is the time for loving." |
| 134 | | Interior Girl's home -- Girl exits. |
| 135 | | Exterior doorway -- Girl out into moonlight. |
| 136 | | Street scene -- Disturber and two boys. |
| 137 | Title | "When all the world is young, lass,<br>And all the trees are green." |
| 138 | | Insert Girl at door in wall. |
| 139 | Title | The wall between. |

| | | |
|---|---|---|
| 140 | | Other side of wall -- Boy on to gate. |
| 141 | | Interior bed room -- Boys in bed playing. |
| 142 | | Exterior -- Boy on to gate in wall. |
| 143 | | Boys in bed -- up to window. |
| 144 | | Street -- Disturber and boys walking along curved road. |
| 145 | | Insert Boy at door in wall. |
| 146 | | Insert Girl at other side of door. |
| 147 | | Close view Boy at door -- opens door. |
| 148 | | Insert Girl at door. |
| 149 | | Boy opens door in wall -- goes through. |
| 150 | | Exterior -- Insert children at the shutters. |
| 151 | | Interior -- children looking out. |
| 152 | | Exterior -- Boy and Girl meet on her side of wall -- embrace. |
| 153 | Title | Jealousy. |
| 154 | | Interior -- Boys watching -- smallest one jealous. |
| 155 | | Ext. Boy and Girl in embrace. |
| 156 | | Ext. Shutters -- Boys open and slam. |
| 157 | | Ext. garden -- Girl and Boy startled -- look up. |
| 158 | | Ext. house - garden -- Girl and Boy walking along. |

159 Distant view Little Disturber and two men -- village.

160 Swans on the water.

161 Back to distant view -- village.

REEL THREE

162 Title Von Strohm, much interested in village architecture -- and foundations.

163 Street scene -- stone wall -- V. S. examining wall.

164 Stone wall outside Girl's home -- V. S. on up to door -- looks -- turns -- back again.

165 View through door -- girl peeling potatoes -- Von Strohm looking in -- Girl slams door -- V. S. outside door -- puts flower through knothole.

166 Title Perseverance and perfume.

167 Ext. Wall outside Boy's house -- Disturber on -- empties perfume bottle on herself.

168 Scene of Girl outside farmhouse giving presents.

169 Disturber waiting for Boy outside gate. Boy comes out -- meets disturber.

170 Insert Disturber -- finger on mouth.

171 Insert Boy - shocked.

172 Distant view -- Disturber and Boy - she pouting.

173 Title "Just one little walk -- so -- so you can tell me why you don't like me."

174 Back to Disturber and Boy -- she pleading -- throws arms around his neck -- he kisses her.

| | | |
|---|---|---|
| 175 | | Girl walking along street with bag. |
| 176 | | Disturber and Boy -- she pleading -- throws arms around his neck -- he kisses her. |
| 177 | | Girl at own doorway -- sees. |
| 178 | | Insert Girl watching. |
| 179 | | Disturber and Boy in embrace. |
| 180 | | Insert Girl watching -- laughs. |
| 181 | | Distant view -- Girl into her home. |
| 182 | | Insert Disturber and Boy -- he goes off through gate -- Disturber alone at gate. |
| 183 | | Longer view -- Disturber swaggers off. |
| 184 | | Interior Girl's room -- Girl on -- falls. |
| 185 | Title | The end of the world. |
| 186 | | Garden -- Girl on bench -- boy enters. |
| 187 | | Closer view -- two on bench. Gives back presents. Boy explains |
| 188 | | Longer view -- Boy gets up. |
| 189 | | Closer view -- comes back -- cries -- is forgiven. Takes back presents -- kisses her hand. |
| 190 | Title | "Only you -- forever and ever." |
| 191 | | Back to scene on bench -- get together. |
| 192 | Title | "Forever and ever." |
| 193 | | Back to scene. |

| | | |
|---|---|---|
| 194 | | Ext. Disturber's home -- She comes out -- M. Cuckoo up to her. |
| 195 | Title | The Betrothal Party. |
| 196 | | Summer house -- Boy's home -- guests assembled -- guests leave -- Girl and Boy sit on bench -- Mother brings children in. |
| 197 | | Insert Girl kissing boys. |
| 198 | | Insert Boy talking to Ben. |
| 199 | | Insert ~~Erkk~~ Girl and biggest boy. |
| 200 | | Another view summer house -- Ben around to Girl's side. |
| 201 | | Insert Ben and Girl ---- Make up. |
| 202 | | Longer view -- Mother up towards chair. |
| 203 | | Anderson (M. Cuckoo) outside Disturber's house. |
| 204 | | Too persistent. |
| 205 | | Anderson outside wall -- on street -- Disturber, She cuffs him -- exits. M. Cuckoo shakes fist. |
| 206 | Title | Even her blows are caresses. |
| 207 | | Back to M. Cuckoo rubbing cheek. |
| 208 | | Disturber along wall to Boy's gate. |
| 209 | | Int. Summer house Boy's home -- Party breaking up -- Boy and Girl exit. |
| 210 | | Ext. Doorway -- Disturber waiting -- Boy out -- Disturber up to him -- Girl out -- explanations-- Boy and Girl exit -- Disturber angry -- exits. |

211 Title Afterwards -- If we can't get waht we want, let's want what we can get.

212 Ext. wall old house -- Disturber on -- Cuckoo on -- afraid of Disturber -- make up -- exit together.

213 Title The German Militarists plan the dastardly blow against France and civilization.

214 The Kaiser and advisers.

215 Title "If Belgium resists -- we crush her!"

back to scene ~~REEL FOUR~~

216 Title With white thread and whiter dreams, she works on her wedding clothes.

217 Interior GIrl's home -- girl sewing on wedding clothes Upto mother -- Walks up and down -- kneels by mother.

218 Insert Girl and mother.

219 Back to long view -- Boy enters.

220 Closer view -- Boy shows letter.

221 Insert FRench letter --

ACADEMIE des GONCOURTS

Paris 7 - 30 - 1914

Monsieur:

J'ai l'honneur de vous annoncer que votre liver intitule "La Mer en Ete" a gagne le prix annuel donne par notre Academie.

C'est avec beaucoup de compliments, mon cher monsieur, que je m'inscris,

Sincerement,

(Signed) Lucien Descaurs

Membre de l'Academie des Goncourts

Dissolving into English.

Dear Sir:

I have thehonor to announce that your book entitled "Summer Seas" has won the annual prize given by our academy.

It is with many compliments, my dear sir, that I sign myself,

Sincerely,

| | | |
|---|---|---|
| 223 | | Back to scene -- reading letter -- Girl pleased. |
| 224 | Title | The village Crier, butt of all jests, at last becomes important. |
| 225 | | Ext. Girl's home -- Drummer on -- people gather. |
| 226 | | Int. Boy and Girl hear drummer -- listen. |
| 227 | | Ext. Flash drummer. |
| 228 | | Int. Boy and Girl. |
| 229 | Title | ~~"War!~~ |
| 230 | | Insert Girl. |
| 231 | | Insert Boy |
| | | Insert of Girl |
| 232 | | Insert Both. |
| 233 | | Ext. Drummer. Goes off. |
| 234 | | Int. Boy and Girl. |
| 235 | Title | "I will see what it's about." |
| 236 | | Int. Boy leaves. |
| 237 | | Ext. House -- Boy out and down street. |
| 238 | | Int. Girl with wedding clothes. |
| | | End Reel 13 Beg. Reel 14 |
| 239 | | Drummer telling news -- scene. |
| 240 | | Proclamation of War -- men reading -- Boy, carpenter and cuckoo reading. |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

| | | |
|---|---|---|
| 241 | Title | The three musketeers read the news together. |
| 242 | | Insert Boy, Carpenter and Cuckoo. |
| 243 | | Insert order of mobilization dissolving into English. |
| 244 | | Insert three friends reading. |
| 245 | | Back to long view -- Boy off. |
| 246 | | Int. of house -- Girl on -- Boy enters. |
| 247 | | Insert Boy and Girl |
| 248 | Title | "It means War!" |
| 249 | | Back to insert of Boy and Girl -- Fade. |
| 250 | Reel C Title | The World outside. ROLL 18<br>In the English House of Parliament.<br>August 3rd, 1914, at three o'clock. |
| 251 | | View of interior House of Commons. |
| 252 | Title | Sir Edward Grey asks the Commons if it be their will to support France and protect the neutrality of Belgium. |
| 253 | | Another view of interior of House of commons.<br>Man speaking at table. |
| 254 | | View of listeners. |
| 255 | | Another view of listeners. |
| 256 | | Long view man speaking. |
| 257 | Title The Spirit of England Answers | Listeners rise to feet and cheer. |

Roll 18

| | | |
|---|---|---|
| 258 | Title | The spirit of England answers --- |
| 259 | | Long view of cheering. |
| 260 | Title | "YES! YES!" |
| 261 | | Back to scene cheering. |
| 262 | | View of speaker. |
| 263 | | Long view of interior of House. |
| 264 | | The French Chamber of Deputies, August 4th, 1914, at three o'clock. |
| 265 | | View of interior of French Chamber. |
| 266 | Title | Rene Viviani, Premier of France. |
| 267 | | View of speech making. |
| 268 | | Long view of audience. |
| 269 | | Insert Viviani. |
| 270 | Title | "The object of Germany's attack upon us is to destroy the liberty of France -- and Europe!" |
| 271 | | Insert of Viviani speaking. |
| 272 | | View of the Chamber. |
| 273 | | View of Viviani. |
| 274 | Title | "We fight only to defend Liberty!" |
| 275 | | View of Viviani speaking. |

| | | |
|---|---|---|
| 275-A | Title | "We have been without reproach -- we shall be without fear!" |
| 276 | | View of the House cheering. |
| 277 | | Closer view of same |
| 278 | | Back to longer view. |
| 279 | | View near Speakers place. |

The Soul of France

Long Live Liberty

Vive La France!

| | | |
|---|---|---|
| 280 | Title | August 4th, 1914, 10:55 P. M. At No. 10 Downing Street, awaiting Germany's answer to Great Britain's ultimatum. Asquith, Lloyd George, Grey and Winston Churchill |
| 281 | | Men at table waiting. |
| 282 | Title | Germany has five more minutes to promise to withdraw her troops -- or war! ROLL 18 |
| 283 | | Insert of clock. |
| 284 | | Back to view of room. |
| 285 | | Another view -- more men around table. |
| 286 | | Back to view men waiting -- first one. |
| 287 | | Insert of clock. |
| 288 | | Back to room. |
| 289 | | Crowd waiting outside. |
| 290 | | Back to interior -- two men waiting. |
| 291 | | Insert clock. |
| 292 | | Men waiting. |
| 293 | Title | "It is War!" |
| 294 | | Back to view men at table. |

295 Title Again in the village.

296 Summer house -- Boy ready to go -- saying good-bye.

297 Title Though an American citizen, believing the land that is good enough to live in is good enough to fight for, he makes his farewells and offers his life to France.

298 Boy saying good-bye.

299 Insert Boy and Ben saying farewell.

300 Another view same.

301 Int. Disturber's home -- Disturber sweeping -- M. Cuckoo enters with flower.

302 Title Tears are shed -- even for Monsieur Cuckoo.

303 Closer view -- Cuckoo kisses Disturber.

304 Title "I will be back in three weeks with a lock of hair, all for you -- the Kaiser's moustache."

305 Back to scene -- Cuckoo giving exhibition.

306 Another view -- Cuckoo marching up and down -- exits.

307 Insert Distuber with watch and money.

308 Longer view same.

309 Title The Girl's sad heart masked with smiles, as were millions of others in troubled France.

310 Insert Boy and Girl with picture.

311 Insert Boy's picture.

312 Back to scene -- Boy and Girl

313 Insert Girl's picture and flag.

314 Back to scene.

315 Title "Forever and ever!"

316 Back to scene -- Boy kisses Girl.

317 Another view -- Boy out of door.

318 Title The sons of France go to defend their homes.

319 Distant view -- soldiers marching.

320 View soldiers marching through village.

321 Insert horseman leading.

322 View from above of men marching.

~~322~~ 323 Insert of flag -- regiment flag.

324 Men marching along -- Girl beside boy.

325 Insert Girl and Boy

326 Insert Disturber marching with Cuckoo.

327 Insert Carpenter marching wiping forehead.

328 Close view soldiers marching -- Fade.

329 Title ✓ The wedding clothes.

330 Int. Girl's room -- she enters with trousseau --

331 Title ✓ In the little room where she had dreamed so many sweet dreams, she puts her sweetest one away.

332 Int. Girl's room -- she puts wedding clothes in chest.

~~333~~ Title ✓ The Boy's regiment placed in a bulwark of trenches directly outside his own village.

~~33~~ 334 Distant view soldiers running -- getting into trench.

335 Another long view of same.

336 Close view -- French taking possession.

337 Trench -- Boy working.

338 Insert -- Boy digging.

339 Distant view -- French digging trench.

340 Title ✓ The Prussian hordes massing for the attack.

341 Long line of Germans marching along road.

342 View of armored train.

343 Closer view train.

344 Motor lorries along road

345 Title ✓ France!

346 Distant view -- French soldiers marching in long line.

| | | |
|---|---|---|
| 347 | Title | French Artillery. |
| 348 | | Artillery moving along crest of hill. |
| 349 | Title | The French have sworn to hold the trench defending the village until the death. |
| 350 | | View of French trench -- putting up sandbags. |
| 351 | | Close view of Boy. |
| 352 | Title | The lines of the German legions. |
| 353 | | Long view of Germans marching down paved road. |
| 354 | | Closer view of Germans marching. |
| 355 | | Back to long view. |
| 356 | | Close view German soldiers loading gun. |
| 357 | | Long view German gun. |
| 358 | | Close view German gun on hillside -- fires. |
| 359 | | Long view battlefield -- explosions. |
| 360 | Title | Battery commanders -- British. |
| 361 | | View of English officers. |
| 362 | | Insert British giving orders. |
| 363 | | Insert British officer with Megaphone. |
| 364 | | English firing gun. |
| 365 | | Long view -- Big British guns being fired. |
| 366 | | Distant view explosions in field. |
| 367 | Title | Bringing up the guns. |
| 368 | | Closer view battlefield -- horsemen manouevering. |
| 369 | | View of artillery. |
| 370 | Title | The British cavalry hold until they bring back the guns. |
| 371 | | Distant view British cavalry -- small tree in f. g. |
| 372 | | View of English artillery. |
| 373 | | Soldiers dismounting -- same as 371. |
| 374 | | Artillery scene. |

## R E E L  F I V E

| | | |
|---|---|---|
| 375 | Title | At home. The Boy's letters assure them the village is safe. "The Germans shall never break through." |
| 376 | | Close view Girl's family at table -- Girl reading letter |
| 377 | | Ext. Corner of Boy's yard -- Mother reading Boy's letter to brothers -- salute. |
| 378 | Title | The Gendarme warns the villagers to evacuate. |
| 379 | | Table scene -- Gendarme in to warn Girl's family. |
| 380 | Title | "Danger? Impossible! The French line can never be broken." |
| 381 | | Back to scene -- Grandfather says line cannot be broken. |
| 382 | | Mother and boys -- Gendarme tells them to evacuate. |
| 383 | Title | Before the time set for the French advance, the Germans attack. |
| 384 | | Medium view -- French trench. |
| 385 | | Closer view -- Boy in trench. |
| 386 | | Insert -- Boy in trench. |
| 387 | | Insert -- Soldier in trench. |
| 388 | | Distant view -- German gun fired. |
| 389 | | Field -- explosions. |
| 390 | | Closer view -- Germans firing big gun. |
| 391 | Title | The pounding of the guns. |
| 392 | | German gun -- firing. |
| 393 | | Distant view field -- explosions. |
| 394 | | French trench -- explosion. |
| 395 | | Germans. |
| 396 | | Gun firing. |
| 397 | | Explosion trench. |
| 398 | Title | The Huns waiting to spring. |

| | | |
|---|---|---|
| 399 | | Distant view -- Hun trench |
| 400 | | Insert Von Strohm. missing |
| 401 | | Big gun on car. |
| 402 | | French trench -- explosion. |
| 403 | | Smoke. |
| 404 | | Cave-in of French trench. |
| 405 | | Trench caved in -- men crawl out. |
| 406 | | Close view -- Boy shooting. |
| 407 | | Distant view -- explosions. |
| 408 | Title | The bombardment trying the souls of men. |
| 409 | | French trench -- men crouched. |
| 410 | | Insert village carpenter. |
| 411 | | Field -- explosions -- smoke. missing |
| 412 | | Trench -- smoke. |
| 413 | | Close view -- French trench -- Boy in f.g. |
| 414 | Title | The Germans. |
| 415 | | German troops advancing across field. |
| 416 | | Distant view Germans advancing. |
| 417 | Title | ~~The French.~~ |
| 418 | | Medium view French trench. |
| 419 | | Germans crouching to attack. |
| 420 | Title | The Huns' song of Hate. |
| 421 | | Closer view of Huns singing. |
| 422 | | Medium view French trench -- waiting for the attack. |
| 423 | | Back to Huns. |
| 424 | | Germans running. |
| 425 | | Long view Germans running. |
| 426 | | English machine gun. |

427 Germans into French trench -- fighting.

428 Distant view same.

429 Closer view -- Boy fighting German in trench.

430 Insert French soldier -- stabbing.

431 Fighting. (Several scenes)

432

433

434

435 Insert German soldier fighting Boy.

436 Insert Boy

437 Insert Crossed bayonets.

438 Longer view -- Boy fighting.

439 Insert Bayonet breaking on German's head.

440 Back to longer view of fighting.

441 Title The French still hold.

442 View of French trench.

443 Insert Boy

444 Insert M. Cuckoo.

445 Longer view trench -- Boy and Cuckoo in f.g.

446 Title The triumph short-lived.

447 The Germans advancing across field. Reel 5

448 Title The French ordered to retreat.

449 French trench -- medium view -- smoke from explosions in b. g.

450 Another view explosions closer. French leaving.

451 Closer view -- French leaving.

452 Long view same.

453 Title ~~The Boy, true to his promise, fights on.~~ cut

454 French leaving trench -- Boy left behind.

| | | |
|---|---|---|
| 455 | | Insert Boy -- refuses to go. |
| 456 | | Longer view -- Cuckoo back after Boy. |
| 457 | | Insert Cuckoo pulling Boy away. |
| 458 | | Long view -- Cuckoo and Boy out of trench -- explosion. |
| 459 | | Another view -- Boy and Cuckoo out of trench -- explosion behind them. |
| 460 | | Another view -- Boy and Cuckoo escaping. |
| 461 | Title | The great retreat. |
| 462 | | Distant view battlefield -- horsemen on. |
| 463 | | Closer view -- same field -- (pond) |
| 464 | | Artillery coming over the hill. |
| 465 | | Distant view cavalry running forward. |
| 466 | | View of Uhlans charging. |
| 467 | | Distant view of same battlefield. Cavalry in distance -- explosions. |
| 468 | Title | Into ranks again. |
| 469 | | Long view of French soldiers forming into line. |
| 470 | | Distant view of troops forming on battlefield -- artillery |
| 471 | | Back to view of French troops forming. |
| 472 | | Closer view same. |
| 473 | | Insert Boy and soldier. |
| 474 | | Back to long view soldiers. |
| 475 | | Back to insert Boy and wounded soldier -- kisses him. |
| 476 | | Back to long view -- they march off. |
| 477 | Title | The very last bulwark outside the village. |
| 478 | | Medium view Trench -- French climb in. |
| 479 | | The old French trench -- Germans advance and enter. |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

480 Title Von Strohm in his glory

481 View of Von Strohm fighting in trench.

482 Closer view same.

483 Long view Von Strohmwith gun in hand.

484 Another view same.

485 Von Strohm strikes man.

486 Distant view fighting.

487 Insert Bayonet sticking soldier.

488 LOnger view same.

489 Insert Von Strohm fighting.

490 Title The Boy, broken hearted, knowing that retreat has doomed his loved ones in the village.

491 Medium view -- repairing French trench.

492 Insert Boy looking at village.

493 Insert Girl praying at bedside.

494 Insert Boy broken hearted.

495 Insert Girl in bed praying.

496 Long view building up French trench with sand bags.

497 Title The German Artillery moves to bombard the village.

498 German artillery.

499 Another view German artillery crossing bridge.

500 Title ~~The Long Gray line of Hans.~~

501 ~~German soldiers marching -- sunset sky~~, b. g.

502 Title The very day set as their wedding day brings the last warning.

503 Street in village -- Gendarme giving warning.

504 Int. Girl's home -- mother and grandfather winding yarn -- Gendarme enters.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Wars gift to the common people

505 Title ~~Refugees leaving their broken little world.~~

506 Refugees preparing to leave.

507 Insert refugees with geese.

508 Insert dog under cart.

509 Close view -- refugees.

510 Three boys at table in summer house.

511 Insert Ben.

512 Another view same -- mother on.

513 German house and guns.

514 Village -- refugees leaving with loaded carts.

515 View of mother and two boys in summer house.

516 Refugees coming through stone gateway - cows running carts loaded -- explosions in air --

517 Mother and three boys exit from summer house.

518 Int. Girl's home -- all leave but grandfather.

519 Ext. Village streets where they come together -- Refugees leaving in carts.

520 Int. Girl's room -- Girl in after wedding clothes.

521 Int. Girl's home -- Grandfather, mother and Girl on.

522 Ext. Cart loaded -- mother out to cart.

523 Int. Gish and grandfather.

524 Cart Loaded.

~~REEL SIX~~

525 Int. Gish home -- Girl and grandfather to door.

526 Insert Girl and grandfather.

527 Ext. Street scene -- loaded vans along street.

528 Ext. Girl's house -- loaded cart.

529 Insert child leading horse.

530 Cart -- horse moves off.

531 Mother following wagon.

| | | |
|---|---|---|
| 532 | | Int.Girl and grandfather out. |
| 533 | | Ext. Girl and grandfather come out of house. |
| 534 | | Ext. corner of house -- Grandfather and girl on. |
| 535 | | Closer view of same. |
| 536 | | Distant view. |
| 537 | | Closer view of Girl and Grandfather. |
| 538 | | Entrance next door -- Girl runs on and in. |
| 539 | | Grandfather and the Boy's father. |
| 540 | | View of door -- Girl and mother in. |
| 541 | | German gun. |
| 542 | | Another view same gun - firing. |
| 543 | | Another view -- gun covered with vine,etc. |
| 544 | | Explosion at corner of Girl's house. |
| 545 | | Mother on ground -- Insert. |
| 546 | | Longer view -- Mother getting up -- staggers. |
| 547 | Title | The Boy's father. |
| 548 | | Ruins -- Boy's father crawling out. |
| 549 | Distant - view | Ext. of house -- Girl out of door -- meets Boy's father -- runs down to corner of house. |
| 550 | | Corner -- Girl on -- looks. |
| 551 | | Ruins -- mutilated remains of grandfather. |
| 552 | | Flash of girl looking. |
| 553 | | Doorway -- Boys mother with father stretched on ground -- Boys on. |
| 554 | | View of big house burning. |
| 555 | | Door of Disturber's home -- Disturber and woman on. |
| 556 | | Loaded cart and refugees. |
| 557 | | Girl at door of home. |
| 558 | | Burning village. |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

"THE HEARTS OF THE WORLD"

REEL 1.

1.
We beg your indulgence for this short prologue. Its purpose is to vouch for the rather unusual event of an American producer to be allowed to take pictures on an actual battlefield.

2.
David W. Griffith working on his latest picture produced under the auspices of the British War Official Cinemagraph Committee.

3.
The battle scenes shown in the latter part of this picture are made through the courtesy of the allied governments.

4.
At Cassel, meeting the War Correspondents.

5.
Before a flight.

6.
At the Cloth Hall at Ypres.

7.
Captured concrete pill boxes at Paschendaele Ridge.

8.
At Ypres, heavy artillery.

9.
A gas alarm.

10.
A front line trench two hundred yards from the enemy.

11.
David W. Griffith sets up his camera in a British Front Line trench.

12.
At Cambrin, fifty yards from the enemy's lines.
Note: The interested look upward is directed toward passing shells. "Where will the next one fall?"

13.
At No. 10 Downing Street (London), David Lloyd George England's prime minister wishing David W. Griffith success with his picture.

14.
Apologies and thanks, the picture follows:-

REEL 2

15.
DAVID W. GRIFFITH
PRESENTS
"HEARTS OF THE WORLD"

16.
A story of a village, an old fashioned play with a new fashioned theme.

17.
Scenario by M. Gaston de Tolignac
Translated into English by Captain Victor Marier.

18.
The first part of our play tells the story of the village in peace times.

19.
Taken from the lives of two English painters who in their youth went to the village in Northern France to paint an old Roman Wall whose stones had been laid by the legions of Caesar.

20.
Here they dreamed the dreams of youth. When fate was unkind to them, they made their homes in the village possibly for reasons of economy.

21.
One of the friends died and left a daughter and wife and her aged father.

22.
At the outbreak of the war they suffered with the rest of that stricken land.

23.
Peaceful days in the year 1912. The vill age at the time of spring where people love and hate, and cry and laugh, sin and are forgiven, even as you and I.

24.
The market place.

25.
The double house in which lived the two English families on the Rue de la Paix (the street of peace).

26.
The lonely home brightened by pleasant news. The daughter has given up a promised trip to England and is returning to her mother, and grandfather.

MUSEUM OF MODERN ART FILM LIBRARY

Letter

27.
Dear Sister,

Your daughter is coming back to you. She struggled all night between her hopes of a future in England and her love for you. She wept bitterly. Before time for sailing she said "If mamma has to stay in France and care for Grandpa, I wont leave her."

So she is going back to you. I find her a dear child with an old-fashioned faith in love and prayer.

Your sister.

28.
The Boy, son of the other friend burnt with the genius denied his father.

29.
The grandfather's bad turn keeps the mother in the house so the daughter is escorted home by the village Ford.

this title not in neg.

30.
The fussy little mother sometimes thinks herself neglected.

31.
Three harmless little goslings.

32.
The Wanderer.

33.
One of the many prayers:-
"Please make me so nice and good that Boy will love me forever."

34.
Time brings to the girl interest in fashions and other little nets to catch love, after the manner of the world.

35.
The littlest one of the Boy's three brothers is inclined to hero worship.

36.
This little love affair between them has been going on for about five years.

REEL 3.

37.
With great enthusiasm, he reads from his latest manuscript.

38.
Afternoon. She reads his verse of love, deathless and unending.

39.
A visiting street singers imitation of a late success in Paris.

40.
Monsieur Cuckoo argues with his friend, the village carpenter as to the correct way of laying sod.

41.
The Little Disturber makes an impression.

42.
Much impressed, she naively suggests another meeting.

43.
Monsieur Cuckoo makes advances.

44.
Having so far strangely escaped flattery, she now seems down for the count.

45.
Von Strohm, a tourist, at the same time serving the greatest military autocracy the world has ever known.

46.
The shadow, Kaiser Wilhelm of Germany tempted by the mad dream of ruling the world with power and might.

47.
Sheltered beneath the hill, is the village inn recently purchased by a woman from the East.

48.
A deaf and blind musician playing melodies remembered from his youth.

49.
Twilight minstrelsy.

50.
The Girl hears the olden song "Spring is the Time For Loving".

51.
"When all the world is young, lass
And all the trees are green."

52.
The Wall Between.

53.
Jealousy

REEL 4

54.
Von Strohm, much interested in the village architecture and foundations.

55.
Perservance and perfume.

56.
"Just one little walk so----so you can tell me why you don't like me."

57.
The end of the world.

58.
"Only you, forever and ever."

59.
"Forever and ever."

60.
The betrothal party.

61.
Too persistent.

62.
Even her blows are caresses.

63.
Afterwards, - if we can't get what we want, let's want what we can get.

64.
The German militarists plan a dastardly blow against France and all civilization.

65.
"If Belguim resists, we must crush her."

66.
With white thread and whiter dreams she works on her wedding clothes.

Letter Typed

67.
ACADEMIE DES GONCOURTS
Sir:-
I have the honor to announce that your book entitled "Summer Seas" has won the annual prize given by our Academy.
It is with many compliments, my dear Sir, that I sign myself
Yours very truly,

Secretary
Academie des Goncourts.

68.
The village crier, butt of all jests at last becomes important.

69.
"I will see what it is about."

REEL 5

70.
War!

71.
The three musketeers read the news together.

72.
"It means, war!"

73.
The world outside. In the British House of Parliament, August 3rd, 1914 at three o'clock.

74.
Sir Edward Grey asks the Commons if it be their will to support France and protect the neutrality of Belgium.

75.
"Yes! Yes!"

76.
The French Chamber of Deputies, August 4th, 1914 at three o'clock.

77.
Rene Viviane, Premier of France.

78.
"The object of the Germans is to destroy the liberty of France and of Europe.

79.
"We fight only to defend liberty. We have been without reproach, we shall be without fear!"

80.
"Vive la France!"

81.
August 4th, 10:55 P.M. at No. 10 Downing Street waiting Germany's answer to Britain's ultimatum, Asquith, Lloyd George, Grey and Winston Churchill.

82.
Germany has five more minutes to withdraw her troops or "War."

83.
At the Foreign Office.

84.
"It is War!"

85.
Again in the village.

86.
Though a British subject, not waiting for Englands decision, he makes his farewells and offers his life to France, believing that a country that is good enough to live in is good enough to fight for.

87.
Tears are shed even for Monsieu Cuckoo.

88.
"I will be back in three weeks with a lock of hair all for you, - the Kaiser's mustache."

89.
The girl's sad heart, masked with smiles as were millions of others in troubled France.

90.
Forever and Ever!

91.
Soon, Britain to the rescue of a people and civilization.

92.
The wedding clothes.

93.
In the little room where she had dreamed so many dreams, she puts her sweetest one away.

94.
Englands "Contemptibles" on the march save the day.

95.
The Boy's regiment placed in a bulwark of trenches directly outside his own village.

96.
The French swear to hold the trench defending the village unto death.

97.
The Prussian hordes massing for the attack.

98.
France!

99.
British Artillery.

100.
The line of the German legions.

101.
Bringing up the Guns.

102.
The British Cavalry hold until they bring up the guns.

REEL 6

103.
At home, the boy's letters cheer them. The village is safe. The Germans will never break through.

104.
The gendarme warns the villagers to evacuate.

105.
"Danger, Impossible. The French line can never be broken."

106.
Before the time set for the French advance, the Germans attack.

107.
The pounding of the guns.

108.
The Huns waiting to Spring.

109.
The bombardment,--trying the souls of men.

110.
The Germans.

111.
The Hun Song of Hate.

112.
The French still hold.

113.
The triumph short-lived.

114.
The French ordered to retreat.

115.
The great retreat.

116.
Into the ranks again.

117.
At the very last trench outside the village.

118.
Von Strohm in his glory.

119.
The boy broken hearted knowing that retreat has doomed his loved ones in the village.

120.
The German artillery moves to bombard the village.

121.
The long gray line of Huns.

122.
The very day set as their wedding day brings the last warning.

123.
Refugees leaving their broken little world.

REEL 7

124.
The Boy's father.

125.
The sheltered inn.

126.
In this massacre of innocents, the girl's mother is sorely stricken.

127.
The French make another heroic effort.

128.
The officer killed, the Boy takes command.

129.
That night.

130.
The mind of the simple soul broken by shell and horror, sweet bells jangled out of tune.

131.
Beneath the risen moon.

132.
A desperate onslaught throws the battle from the village.

REEL 8

133.
A wounded neighbor tells where the little company battles,

134.
This was to have been their wedding day so through a befogged and dizzy patch she goes to find her bridegroom.

136.
The bride groom.

137.
The haloed crimson cross.

138.
The French success short-lived before the never ending flood.

139.
The refugees seek shelter at the inn.

140. The Conquerors.

END OF PART ONE
Intermission five minutes before last act.

141.
HEARTS OF THE WORLD
PART 2

142.
The struggle of civilization.

143.
Joseph Jacques Joffre.

144.
David Lloyd George.

145.
The headquarters of the German Army of Occupation.

146.
Though some portions escaped damage, most of the town was destroyed.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

147.
The Boy's family takes refuge in a distant part of the village.

148.
Distracted atoms of humanity seeking shelter in hold and corner, cellar and crypt.

149.
The Bor's eldest brother put to shoveling coal and his mother to domestic work.

150.
The washing room at the inn.

151.
The Girl, cared for by a strange companion gropes slowly back to sanity and strength.

152.
The women made to work in the fields and in the making of sand bags in violation of the Hague Treaty,

153.
Half in life and half in death, the girl goes on from day to day.

154.
Our musketeers have a new French uniform but an old service.

155.
Placed where they are sure to do their best, directly outside their own village.

156.
The hospital returns a familiar face.

157.
"Unscrew the little cap, and then 'Good-bye' forever."

158.
Von Strohm, no longer in active service, now a member of the intelligence department.

159.
Refusal or inability to perform their allotted tasks subjected them to whipping and other punishments.

160.
An old fashioned German quotes "Justice is the only right."

161.
Von Strohm corrects him, "Might alone makes right."

REEL 10

162.
The Allies with fire and flame and souls of men win back inch by inch, the sacred soil of France.

163.
Britains millions pour into France to repel the hated foe.

164.
The French.

165.
Great Britains steel bull dogs bark their defiant protests.

166.
The eyes of the Allies.

167.
The Boy in the fray.

168.
Lloyd George's answer: "I will put them wheel to wheel until we pound Democracy's truth home."

169.
Sharpnel Barrage.

170.
Hun Trench Motar replying.

171.Britains firing with rapidity.

172.
England's dauntless airmen clear the sky.

173.
The English consolidate on a hard won position.

174.
The French bring back Hun prisoners.

175.
The Boy interpreting for the prisoners hears news of his loved ones.

176.

176.
To the defense, the English advance. The inventions of the Hun devils, perfected and helled back at them.

177.
Poison Gas.

178.
In the dug-out the Boy tells the news of the village.

179.
Also fighting the Huns.

180.
Imitating his hero.

181.
The Boy, one of a night reconoitering party seeks information as to the strength of the enemies lines.

182.
Later. "The Hun sentries are so far apart, you could drive a regiment through them"

183.
The rumor spreads that the French are massing for the great attack.

184.
"My love, my dead love, they are coming to save us. Don't you hear.....don't you hear?"

REEL 11

185.
Von Strohm and his friends, with entertainers from Berlin demonstrate the hardship of trench life.
Note:- Replica of the Moquet Farm dug-out.

186.
Life's contrasts.

187.
The mother's last words, "Be brave, my boys, be brave."

188.
The Sergeant, now promoted glimpses real Kultur.

189.
The little brothers, unwilling to suffer profanation of their mother's memory at the hands of the enemy.

190.
Perform the final rites.

191.
No requiem, save the awful sound of the guns,

192.
No prayers save childish tears.

193.
The unheeded protest.

194.
The dungeons of lust.

195.
A fortunate meeting brings the Girl something to live for.

196.
Von Strohm visits the main line on a tour of inspection.

197.
After daring to bring them a little food and much love.

198.
By the old home.

199.
In the enemies uniform, the Boy, now an officer goes on a daring mission.

200.
"For France, I have but one life to give."

201.
Under cover of the dark, the Boy reaches the enemies lines,

202.
"An euren posten, verdammte schweine."
(Back to your posts swine.)

203.
The officers not so gullible.

204.
The German Lieutenant goes to investigate.

205.
The Boy trapped.

206.
They accept the report that the visitor has been killed in the back areas.

REEL 12

207.
After two days and nights in a shell hole inside the German lines, he gives the awaited signals.

208.
Selecting the girls for deportation to the munition factories in Germany, often meaning a fate worse than death.

209.
She determines to escape the dreaded deportation though death be the alternative.

210.
Von Strohm's mess closed, he comes to the inn.

211.
"Try the back door, Sir."

212.
A good memory for faces and ankles.

213.
The Boy unable to return to the French Line, reaches the edge of the village.

214.
The Allies crouched to attempt the rescue of the village.

215.
The oath to retake the village.

216.
The surprise attack of the French.

217.
"St. George, Forever!"

218.
"Scotland Forever!"

219.
Leaving for the village.

220.
The same wall as.....

221.
"FORWARD, TANKS!"

222.
And nearer.....

223.
The Irish.

224.
The mothers' all night vigil with their daughters before the final separation in the morning.

225.
Awaiting deportation at the railway station.

226.
"You are my prisoner."

227.
The unused upper rooms.

228.
In the meantime, the French are a little nearer.

229.
The Hun trenches.

230.
Pill Boxes.

231.
Again they see their own village.

232.
They pledge to meet death as man and wife.

233.
Only one more trench between the French and the village.

234.
They are outnumbered.

235.
The Hun Counter overwhelms the village.

236.
The French Reserves hold.

REEL 13

237.
The French Counter.

238.
The sound of their own guns gives frantic hope.

239.
The Germans.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

240.
The French.

241.
The anguished prayer of France.

242.
"You must surely die, take me with you."

243.
German Defenses.

244.
The British Storm.

245.
Happy times, on furlough.

246.
American Troops. A true child of the old English Mother comes to fight by her side to free the world from autecracy and bring peace and liberty.

247.
England's pride and bulwark. The Grand Fleet.

248.
The Rainbow Division.

THE END.

COPYRIGHTED BY DAVID W. GRIFFITH 1918.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

7. Let us not forget the Common People! In the future, if the making of war is left to the vote of the people, the matter is easy - there will be no more war.

8. After all, does war ever settle any question? The South was ruined - thousands of lives were sacrificed - by the Civil War; yet, did it really settle the Black and White problem in this country?

9. Believing the villains of our story are not particularly common to any race or people, but to the world-old institution of war itself.

10. Taken from the lives of two American painters, who, in their youth, went to this village in Northern France to paint the old Roman wall, whose stones were laid by the legions of Caesar.

11. Here they dreamed the dreams of youth. When Fate was unkind to them, they made their home in the village, possibly for reasons of economy.

12. One of the friends died, leaving a daughter, a wife and her aged father.

13. Peaceful days in the year of 1912. The village at the time of spring where people love and hate, cry and laugh, sin and are forgiven -- even as you and I.

7. Let us not forget the Common People! throughout the world In the future, if the making of war is left to the vote of the people, the matter is easy - there will be no more war.

8. After all, does war ever settle any question? The South was ruined - thousands of lives were sacrificed - by the Civil War; yet, did it really settle the Black and White problem in this country?

So perhaps the villainies of our story are as much

9. Believing the villains of our story are not particularly common to any race or people, but to the world-old institution of war itself.

to be laid upon the opportunities given by war itself, as an attention to any race or people.

10. Taken from the lives of two American painters, who, in their youth, went to this village in Northern France to paint the old Roman wall, whose stones were laid by the legions of Caesar.

(our plays)

11. Here they dreamed the dreams of youth. When Fate was unkind to them, they made their home in the village, possibly for reasons of economy.

12. One of the friends died, leaving a daughter, a wife and her aged father.

13. Peaceful days in the year of 1912. The village at the time of spring where people love and hate, cry and laugh, sin and are forgiven -- even as you and I.

D. W. GRIFFITH COLLECTIONS
MUSEUM OF MODERN ART FILM LIBRARY

During the bombardment:

The Pitiful Ones.

We find the home brightened by pleasant news.

Daughter is returning from a long visit to an Aunt.
in Rheims.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

1

D.W.Griffith sets up his camera in the British front line trench at Cambrin, fifty yards from the enemy's lines.

2

The interested look upward is directed toward passing shells.

6

God help the nation that begins another war of conquest or meddling! Although brass bands and clanging sabers make very fine music, let us remember there is another side of war, beside that of munition makers' profits and the personal glory of generals fighting at a safe distance in the rear.

7

Let us not forget the Common People! In the future, if the making of war is left to the vote of the people, the matter is easy - there will be no more war.

B+W 8

9

Believing the villains of our story are not particularly common to any race or people, but to the world-old institution of war itself.

God help the nation that begins another

6. war of conquest or meddling!

Brass bands and clanging sabers make very fine music, but let us remember there is another side of war.

8. After all, does war ever settle any question? The South was ruined, thousands of lives were sacrificed, by the Civil War - yet, did it really settle the Black and White problem in this country?

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

God help the nation that goes to war -
if there is justice!

The Huns sing War's old Song of Hate.

Sounding sabers and clanging arms make very
fine music - but also let's remember there is
another side of war - munition makers' profits
and the personal glory of generals.
Let's remember the common people.

A humble member of the great band - including
some of the world's best citizens - making profit
out of war.

"Let the dead past bury its dead!"

War, the Taskmaster.

War - that gives scoundrels their opportunity.

A decent victim of the war machine.

Also battling!

The rumor spreads that the French are massing for a great attack.

"When all the world is young, lad,
and all the woods are green - "

"For my cause - I have but one life to give!"

Food for the children.

~~He takes advantage of the opportunity that war offers scoundrels in all ages.~~

"The spy! - Where is he?"

Happy times.

America! - Returning home after freeing the world from Autocracy and the horrors of war - we hope forever and ever.

Von Strohm and friends, with the aid of entertainers from Berlin, demonstrate the hardships of trench life for the higher officers.

Note: Replica of Moquet Farm dug-out.

The boys, unwilling to suffer profanation of their mother's memory at the hands of the Masters of War -

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

August 1 1918

Wab.

E C BIDWELL, CARE GRIFFITH STUDIO
4500 SUNSET BOULEVARD LOS ANGELES CALIFORNIA

CANADIAN PURCHASER HAS ORDERED ANOTHER PRINT HEARTS THIS MAKES SIX IN ALL WIRE AT ONCE WHEN YOU EXPECT TO DELIVER THREE PREVIOUSLY ORDERED YOU MUST NOW SEND SIX PRINTS IN ALL FOUR CANADIAN TWO LONDON DID YOU MAKE CUTS PER BURLOCK CABLE CANADIAN COPY WHAT ABOUT FOUR AUSTRALIAN PRINTS ANSWER DETAIL

BANZHAF

2 Rector Street N Y C

POSTAL TELEGRAPH-CABLE COMPANY

# NIGHT LETTERGRAM

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED) TRANSMITS AND DELIVERS THIS NIGHT LETTERGRAM SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK.

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

DELIVERY No.

INDEPENDENT COMPETITIVE PROGRESSIVE

4—669

62GSTV 60 NL.

HY LOSANGELES CALIF AUG 1

A H BANSHAF.,

2 RECTOR ST. NY C. 4AM

DAYLETTER RECEIVED FACTORY NOW FINISHING NINE PRINTS PER LONDON COPY WILL PRINT ONE MORE FOR CANADA MAKING TEN IN ALL CAN SHIP THREE CANADIAN COPIES AUGUST THIRD THREE MORE ABOUT AUGUST SEVENTH AND FOUR AUSTRALIAN COPIES WILL BE READY ABOUT MONDAY AUGUST TWELFTH ALLCUTS AND TITLE CHANGES REQUESTED BY BURLOCK BEING ATTENDED TO ALL AN TORONTO ENQUIRING PLEASE ADVISE HIM

E C BIDWELL

1443

Fallin
F 12 from H Ewing
Trans Atlantic

NEW YORK

D. W. GRIFFITH'S
MIGHTIEST ATTRACTION.

INTOLERANCE

EUROPEAN & COLONIAL OWNERS
OF THE WORLD'S BEST FILMS.

BIRTH OF A NATION

ALL COMMUNICATIONS SHOULD BE ADDRESSED TO:-
MASTER PRODUCTIONS LTD.
TELEPHONE REGENT 5600.

81 & 83, SHAFTESBURY AVENUE,
LONDON, W.1.
ENGLAND.

1st August 1918

J.J. Macarthy, Esq.,
The Wark Producing Corp.,
Long Acre Building,
West 42nd Streetm
New York City, U.S.A.

Dear Mr. Macarthy,

In purchasing from you the exclusive right for Egypt for the film "Intolerance" we have I have cabled to my New York lawyer, Mr. Henry L. Sherman of 160 Broadway, to deduct from the payment to you the sum of £13:11:0. My reason for doing this is that I paid to the American Express Co. for the last four copies of "Intolerance" that you shipped to England the following sums:-

| | |
|---|---|
| May 2nd ..... | £219: 5: 0 |
| May 27th ..... | 390:17:11 |
| May 29th ..... | 3: 8: 6 |
| making a total of ..... | £613:11: 5 |

whereas my agreement with you states that I am to receive prints of "Intolerance", delivered free in London, at the price of £150 per copy, which is £600 for four.

I know that this will meet with your approval as £13:11:0 is the amount I have paid in excess of the Contract price. The reason why I have not written you on this subject previously is that I preferred to wait for an opportunity of doing further business with you, and then deducting this amount of £13:11:0 from a sum payable to you.

Trusting that you are in good health, and with best wishes and compliments to yourself and Mr. Griffith,

Sincerely yours,

E Westheimer

PHONE HOME 59164
HOLLYWOOD 3381

Los Angeles, Cal., Aug 1 1918

M D W Griffith Studio
4500 Sunset Blvd

To **P. A. McCOOL** Dr.

# Plumber

**1654 N. Vermont Avenue**
**Corner Prospect**

| | | |
|---|---|---|
| As per attached invoices | 14 85 | |
| " " " " | 9 40 | |
| " " " " | 75 | |
| " " " " | 7 15 | |
| " " " " | 19 15 | |
| " " " " | 3 45 | |
| | | $54 95 |

Paid 1475 AUG 17 1918

POSTAL TELEGRAPH-CABLE COMPANY

# NIGHT LETTERGRAM

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED) TRANSMITS AND DELIVERS THIS NIGHT LETTERGRAM SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK.

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

DELIVERY No.

INDEPENDENT COMPETITIVE PROGRESSIVE

4L—26036

149 GS KO 182 NL

HY LLSANGELES CAL AUG 2 1447

20 BROAD STREET AUG 3 1918 NEW YORK

A H TBANZHAF

2 RECTOR ST NEWYORK

WIRE FROM BURLOCK ASKING FOR EIGHT MORE COPIES IMMEDIATE DELIVERY NEWYORK THEY SHOULD HAVE PAID FOR THE OTHER TEN COPIES ACCORDING TO CONTRACT SEE BURLOCK CLAIMS HAS NOT BEEN ABLE TO COLLECT BECAUSE WE HAVE NOT ESPECIALLY INSTRUCTED JURY TO PAY HIM PLEASE CABLE SPECIAL INSTRUCTIONS THERE FOR THEM TO PAY IN NEWYORK ACCORDING TO CONTRACT OR MAKE SOME ARRANGEMENTS BEFORE WE DELIVER COPIES STOP HAVE YOU ANY MONEY FOR THE WARK COMPANY WANT TO ORDER ENOUGH FILM FOR FIFTY COPIES OF TWO SEVEN ONE HALF REEL PICTURES IMMEDIATELY IF YOU HAVE NOT THE MONEY SUPPOSED I SHALL HAVE TO ADVANCE BUT WARK SHOULD ADVANCE THIS STOP WILL REQUIRE SEVEN HUNDRED KKKX FIFTY THOUSAND FEET UNPERFORATED POSITIVE STOP BOTH THESE PICTURES ARE VERY STRONG THINK SURE THEY ARE SURE FIRE IN REGULAR MOVING PICTURE THEATRES WILL CERTAINLY BE MUCH BETTER THAN ANYTHING I CAN POSSIBLY DO STOP WHAT WOULD YOU THINK OF ADVOCATING A DIRECT TAX ON WEALTH OF FROM ONE TO TEN PERCENT AS A MEASURE TO BE CHAMPIONED BY OUR ASSOCIATION STOP HOW IS THE NEW TAXATION GOING TO AFFECT ME

D W GRIFFITH

750,000

20,876

MUSEUM OF HISTORY, ART AND LIBRARY
D. W. GRIFFITH COLLECTION

# POSTAL TELEGRAPH-COMMERCIAL CABLES

THE GREATEST TELEGRAPH AND CABLE SYSTEM IN THE WORLD. EXTENDS OVER TWO-THIRDS OF THE WAY AROUND THE EARTH.

OPERATOR'S NOTATIONS
TIME SENT, ETC.

## THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED)

**TRANSMITS AND DELIVERS THE WITHIN NIGHT LETTERGRAM SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

The Company will receive, not later than midnight, NIGHT LETTERGRAMS, written in plain English, to be transmitted only for delivery on the morning of the next ensuing business day, at rates still lower than its standard night message rate, as follows:

The standard day rate for a ten-word day message shall be charged for the transmission of a NIGHT LETTERGRAM, containing fifty words or less, and one-fifth of the standard day rate for a ten-word day message shall be charged for each additional ten words or less in such NIGHT LETTERGRAM.

J. Forgetthem
GBD
Madison

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

August 2 1918

Hearts of World
State Rights.

E C BIDWELL  CARE GRIFFITH STUDIO  4500 SUNSET BOULEVARD
LOS ANGELES  CALIFORNIA

SHIP THREE CANADIAN COPIES DIRECT EXPRESS AND DUTY COLLECT
JJ ALLEN TWELVE QUEEN STREET EAST TORONTO ONTARIO  ALSO
OTHER COPY WHEN READY SAME ADDRESS  SEND BILL HERE  IF
SHIPMENT DIRECT NOT POSSIBLE EXPRESS TO SHAUER FAMOUS PLAYERS
HERE FOR FORWARDING  EXPRESS BALANCE TWO PRINTS TO SHAUER
FOR LONDON  KEEP AUSTRALIAN FOR FURTHER ADVICES

BANZHAF

2 Rector Street N Y C

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

August 2 1918

Hearts of World

J J ALLEN  TWELVE QUEEN STREET EAST
TORONTO  ONTARIO  CANADA

THREE COPIES HEARTS WILL BE SHIPPED FROM COAST
AUGUST THIRD  ANOTHER AUGUST SEVENTH

A H T BANZHAF

2 Rector Street N Y C

Vard.

August 2nd 1918.

Mr. Shauer, Foreign Dept.,
Famous Players-Lasky Corp.,
#485 Fifth Avenue,
New York City.

Dear Mr. Shauer:

I enclose herewith copy of wire this day received from Mr.E.C. Bidwell, Mr. Griffith's studio manager in re prints of "Hearts of the World" for Canada and Australia. I also enclose herewith copy of my wire to J.J. Allen of this date. I am wiring Bidwell to ship these prints directly to Allen or ship them to you for forwarding as per enclosed copy of wire.

Very truly yours,

AHTB/D
Encs. 3

G. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Music

HOTEL MARTIN CO. PROP.
ERNST CLARENBACH, PRES.
W. H. O'DONNELL, MGR.

HOTEL MEDFORD
MILWAUKEE

HOTEL MEDFORD CO. PROP.
ERNST CLARENBACH, PRES.
O. F. HOHBERG, MGR.

Aug 2nd 1918

Dear Bert I have just been to see Hearts of the World and must say its a wonderful Picture and I believe it will get as much money as the Birth, so if there is a chance to get one you don't let me know.

As I have told you I would like to get with you organization, and I like the business and can make good

At any rate drop

HOTEL MARTIN CO. PROP.
ERNST CLARENBACH, PRES.
W. H. O'DONNELL, MGR.

HOTEL MEDFORD
MILWAUKEE

HOTEL MEDFORD CO. PROP.
ERNST CLARENBACH, PRES.
O. F. HOHBERG, MGR.

Me a line when you have time and let me know how you are

Best wishes to yourself and family.

Yours truly

Frank J. Tillman

297 East Water St

Milwaukee

Wis

"WHERE THE GUEST BECOMES AN INDIVIDUAL NOT A NUMBER."

POSTAL TELEGRAPH-CABLE COMPANY

# NIGHT LETTERGRAM

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED) TRANSMITS AND DELIVERS THIS NIGHT LETTERGRAM SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK.

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

DELIVERY No.

INDEPENDENT COMPETITIVE PROGRESSIVE

4—669

26GS FO 63 NL 2A

HY LOS ANGELES CAL AUG 3 1918

A H T BANZHAF
2 RECTOR ST NEWYORK

963

HAVE WIRED LASKY NOT TO SHOW PICTURE EXCEPT WITH MUSIC
YOU WANT TO KEEP YOUR EYE ON THIS AND DO NOT
LET THEM SHOW IT IN SMALL PROJECTION ROOM WITHOUT
MUSIC TO CRITICS OR NEWSPAPER MEN THIS VERY IMPORTANT MUST
BE TAKEN GOOD CARE OF STOP WHAT ARE MARX'S INITIALS
AND IS HE STILL OWNER OF STRAND THERE WHERE CAN HE BE FOUND

D W GRIFFITH

POSTAL TELEGRAPH-CABLE COMPANY

# NIGHT LETTERGRAM

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED) TRANSMITS AND DELIVERS THIS NIGHT LETTERGRAM SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK.

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

DELIVERY No.

INDEPENDENT COMPETITIVE PROGRESSIVE

4—669

18GS FO 49 NL 132A

HY LOS ANGELES CAL AUG 3 1918

A H T BANZHAFF

964

2 RECTOR ST NEWYORK

REGARDING CORRESPONDENCE WITH LUDVIGH ON EXTENSION TIME FROM
TEN YEARS TO ONE WITH PRIVILEGE OF OPTION ON LESSER CONTRACT
WRIGHT PREPARED TO DRAW NEW CONTRACTS WITH THIS CLAUSE PROVIDED NO
OBJECTION TALK TO LUDVIGH AND ADVISE ME IF WE CAN
ACCOMMODATE LESSER WITHOUT SACRIFICE THINK WE SHOULD DO IT

D W GRIFFITH

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | X |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

August 5 1918  Hearts of the World

D W GRIFFITH  HOTEL ALEXANDRIA
LOS ANGELES  CALIFORNIA

MICHAEL MARKS DIED FEBRUARY  HAROLD EDEL AT STRAND  INSTRUCT HIM  SEE LAST MOTION PICTURE NEWS  STOP  LUDVIGH OPPOSES CHANGE LESSER CONTRACT  MAY RAISE DIFFICULTIES AND INADVISABLE  STOP CABLED BURDOCK INSTRUCTIONS REGARDING PRINT  GREY AND I DISAPPOINTED BURDOCKS MANAGEMENT  GREY SUGGESTS  SENDING GOOD MAN LONDON TO CHECK UP BURDOCKS WORK  THIS SEEMS TO BE VERY ADVISABLE  MANNING MANAGER WASHINGTON PERFORMANCE WITH GREY AT LONDON AVAILABLE FOR THIS  WHAT IS YOUR OPINION STOP  WARK COMPANY ONLY HAS TWO THOUSAND BALANCE THEREFORE WITHOUT FUNDS TO FINANCE POSITIVE STOCK AND PRINTING STOP HAVE YOU PLANNED FOR RELEASING WARK TWO PICTURES AS CUT  WHY NOT FIRST MAKE DICKER SOME EXCHANGE AND OTHER TERRITORIAL OWNERS FOR RELEASE ENTIRE COUNTRY BEFORE PRINTING LARGE NUMBER OF COPIES  LESSER HAS ALL MONEY BACK ON INTOLERANCE BUT OTHER TWO PURCHASERS ARE FAR FROM RECOUPMENT THEREFORE DEAL SHOULD BE POSSIBLE  STOP  TAX ON WEALTH SHOULD START WITH ONEHUNDRED THOUSAND EXEMPTION AT ONE PERCENT WITH INCREASES OF ONE PERCENT FOR EVERY FIFTY OR HUNDRED THOUSAND UP TO TEN OR FIFTEEN PERCENT  DOUBT IF THIS WOULD PASS  MIGHT TRY TAX ON REAL PROPERTY IF NOT UNCONSTITUTIONAL  FEDERAL GOVERNMENT TO COLLECT ON BASIS OF LOCAL ASSESSMENTS  CANNOT STATE HOW TAX WILL EFFECT YOU UNTIL ACT PASSED  DO NOT INVEST MORE THAN FIVE THOUSAND IN ANY ISSUE LIBERTY BONDS EXCEPT FIRST WHICH IS TAX EXEMPTED

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

IRRESPECTIVE AMOUNT HELD  THE LATTER ARE SELLING ABOUT PAR AND I BELIEVE WILL GO HIGHER ON ACCOUNT OF TAX FEATURE

BANZHAF

2 Rector Street N Y C

Hearts of world

August 5th 1918.

Mr. D. W. Griffith,
Hotel Alexandria,
Los Angeles, Calif.

Dear Mr. Griffith:

I enclose herewith copy of article taken from the Sunday Telegraph of August 4th 1918, regarding "Hearts of the World", which speakes for itself.

With best regards, I am

Very truly yours,

AHTB/D

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

DAVIDSON THEATRE
SHERMAN BROWN, MANAGER
W. C. SCHNELL, BUSINESS MANAGER AND TREASURER
MILWAUKEE, WIS.

War P.
State Rights

August 5, 1918

Mr. Albert H. T. Banzhaf,
2 Rector St.,
New York City.

My dear Sir:-

I have your favor of July 31st addressed to Mr. Sherman Brown. Mr. Brown has left the city, and will be gone for the next thirty days or so, as he is afflicted with hay fever and had to go to the northern woods to escape same. If you will write your sister to present the letter to me, I will be glad to give same attention.

I note by your post script that the rights for the state of Illinois have not been sold for "Hearts of the World". If you will write Mr. Brown a letter quoting him a figure, I will forward same, as he might be interested.

Very truly yours,

W C Schnell

WCS-S

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT.

# TELEGRAM

DELIVERY NO.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

16—375 DESIGN PATENT No. 40529

T284CH CQ 10

GS LOSANGELES CALIF AUG 6

A H P BANSEF

TWO RECTOR ST NYC

SHIPPED YOU THREE CANADIAN COPIES EXPRESS YESTERDAY SEE LETTERGRAM TONIGHT

638P E C BIDWELL

10 BROAD STREET NEW YORK AUG 6 1918

1166

POSTAL TELEGRAPH-CABLE COMPANY

# NIGHT LETTERGRAM

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED) TRANSMITS AND DELIVERS THIS NIGHT LETTERGRAM SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK. CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

DELIVERY No. 15861

INDEPENDENT COMPETITIVE PROGRESSIVE

4—669

72 GS CX 60NL 440AM

HY LOSANGELES CAL AUG 6 18

A H T BANSHAF,

2 RECTOR ST NEWYORK.

HAVE BEEN SLIGHTLY UNDER WEATHER LAST FEW DAYS AND COULD NOT ATTEND TO GOVT RED TAPE ON THREE CANADIAN COPIES SO EXPRESSED THEM TO YOU YESTERDAY HAVE SINCE LEARNED THAT EXACT MEASUREMENTS WAS NOT TAKEN HERE BURLOCK IMPRESSED NECESITY OF THIS ON ALL FOREIGN SHIPMENTS WILL SHIP OTHER THREE CANADIAN COPIES THURSDAYS HOLDING AUSTRLIAN COPIES HERE AS PER YOUR TELEGRAM.

E C BIDWLL

War P.
State Rights -

August 6th 1918.

Mr. Francis J. Tillmann,
297 East Water Street,
Milwaukee, Wisconsin.

My Dear Francis:

I have your favor of the 2nd inst. and was certainly glad to hear from you again. The "Hearts of the World" is being handled by Sol Lesser of California, who has purchased the rights of the Western territory, including Wisconsin of "Hearts of the World". If you will see Mr. Daly, the Manager, at the Davison Theatre, for "Hearts of the World" he may be able to give you some data whereby you can close a business deal with said purchasers, and I will be only too glad to recommend you in this connection to them.

With best regards to you all, I remain

Very truly yours,

AHTB/D

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

August 7 1918

Hearts of World,

E C BIDWELL CARE GRIFFITH STUDIO

4500 SUNSET BOULEVARD LOS ANGELES CALIFORNIA

SHIP CANADIAN PRINTS TO SHAUER CARE FAMOUS PLAYERS NEW YORK OFFICE / I HAVE NO FACILITIES FOR RECEIVING AND RESHIPPING

NOTIFY EXPRESS COMPANY TO ALSO DELIVER SHAUER THOSE PREVIOUSLY SHIPPED

BANZHAF

2 Rector Street N Y C

David W. Griffith
Los Angeles Cal. Title of motion-picture photoplay:
The Great Love. Story by
Captain Victor Marier. Production
and Photoplay by David W. Griffith
of the United States. In 7 Reels.
Reels 1-7.

Date of publication Aug. 3, 1918. Copies received Each 1 Aug. 7, 1918.
Description received Aug. 7, 1918. Entry: Class L, XXc., No. 12720

[SEAL] Thorvald Solberg
Register of Copyrights.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

L[1]

COPYRIGHT OFFICE OF THE UNITED STATES OF AMERICA

Library of Congress—Washington

CERTIFICATE OF COPYRIGHT REGISTRATION

This is to certify, in conformity with section 55 of the Act to Amend and Consolidate the Acts respecting Copyright approved March 4, 1909, as amended by the Copyright Acts of August 24, 1912, and March 2, 1913, that TWO complete copies of the MOTION-PICTURE PHOTOPLAY *reproduced in copies for sale*, named herein, have been deposited in this Office under the provisions of the said Acts, and that registration of a claim to copyright for the first term of 28 years from the date of publication of said motion-picture photoplay has been duly made in the name of

[OVER]

LAW OFFICES
FULTON BRYLAWSKI
JENIFER BUILDING
WASHINGTON, D. C.
TELEPHONES MAIN 885-886

August 7, 1918.

D. W. Griffith Studios,
Los Angeles, Calif.

Gentlemen:-

I beg to acknowledge the receipt of two prints of "The Great Love", sent to me for copyright purposes, which have been duly deposited for registration of copyright.

These films were sent to me express collect, $10.01, Under my arrangement with the Famous Players-Lasky Corporation, all express charges are prepaid and I would thank you to kindly make a note of this for future reference.

Will you kindly put my name on your mailing list to receive advance copies of your press books?

Very truly yours,

Fulton Brylawski

FB/DEC.

Minutes of the regular monthly meeting of the MOTION PICTURE PRODUCERS ASSOCIATION held at the office of the Association 1004 Hollingsworth Bldg., Wednesday, August 7th, 1918, at 8:30 P.M. Vice President, Charles Christie, presiding, and the following members answering roll call:

Mr. Frank A. Garbutt
Mr. O. L. Sellers
Mr. E. C. Bidwell
Mr. John Waldron
Mr. Louis Jacobs
Mr. Henry Lehrman
Mr. J. C. Crone
Mr. William Sistrom
Mr. Louis Seiler

The minutes of the meeting of July 3d were read and approved.

Mr. Garbutt submitted the Treasurer's report as follows:

| | | |
|---|---|---|
| Balance on hand July 1st, 1918 | | $4596.88 |
| Receipts for July | 390.00 | |
| Disbursements for July | 320.00 | |
| Balance on hand Aug. 1st, 1918 | | 4666.88 |

The Treasurer's report was received and ordered placed on file.

The Secretary reported expense for June and July of $3.75. This amount, together with the Secretary's salary was ordered paid.

A confidential report on the local labor situation was read and discussed but no action taken.

Mr. Garbutt reported that he had had an interview with Chief of Police Butler relative to the Department allowing the motor cops to work in pictures when off duty, and that the Chief was adverse to doing this.

Mr. Garbutt moved, supported by Mr. Sellers, that each member of the Association write a letter to Chief of Police Butler, as well as to Mayor Frederick T. Woodman, suggesting that inasmuch as our industry was assisting the Government by a curtailment of male help in their studios that the City as a war measure should allow the motor police to work in pictures when off duty.

The Secretary reported that in accordance with instructions at the last meeting he had made an investigation of the Governments ruling pertaining to our industry and found the instructions given the local Exemption Board here as follows:

## Non Essential

All persons including ushers and other attendants engaged and occupied in and in connection with games, sports and amusements, Excepting owners, and managers, actual performers, including musicians in legitimate concerts, operas, motion pictures, or theatrical performances and the skilled persons who are necessary to such productions, performances or presentations.

The fact that so great a percentage of the industry is located in Los Angeles, the interpretation of the meaning of the above instructions, viz: "Actual performers and "Skilled persons" necessary was left largely to the District Exemption Board, who are the last Board of Appeal in this District.

The Board, while not ruling officially, feel that if called upon to do so they would have to rule that all male extra talent and atmosphere were not essential and that those persons who were considered essential should be regularly employed.

After several conferences with Messrs. Wright and Brown, of the District Board, and Mr. Long, Chairman of Local Board 17, who tried the cases of the men taken up from among the Hollywood studios, your Secretary arranged for a truce of one week, in which time to work out some plan that would give the Government what they wanted and allow us to proceed with our work without being continually molested. After several more conferences, the following arrangement was agreed upon by our Association and accepted by the District Exemption Board:

1. Adjust the entire industry to a war measure basis.

2. Assist our Government by curtailing the consumption of male labor.

3. Consolidate the employment of the industry into one Central Service Bureau located in the downtown district.

4. This Bureau to be conducted under the control of the District Exemption Board. Expense paid by the Producers.

5. Weed out from the industry all of the male help that is non-essential and that cannot be steadily employed.

6. Register and classify those who are essential and are regularly employed. Issue identification cards - containing his photo and signature, also his local board and draft number (renewable every thirty days) if thought best.

7. Extra People. Settle upon a preferred list of say 500 of the most important performers and types (there are now about 1500) this list to be approved by the District Exemption Board.) See that each man within the draft age has been registered and record his local Board, class and draft number on his employment registration. Classify and cross file numerically, alphabetically, and according to character of work. Issue identification cards with photo and signature.

8. Studios to adjust themselves to the limited amount of help available, and plan their work so that the people may be used by them jointly and from one studio to another, in this way the 500 people take the place of 1500.

9. Furnish the District Board with a complete record of when and where these extra people work - as often as called for.

10. All records, books, etc., to be open to inspection by the Exemption Board or their representative any time during business hours.

A general discussion then ensued, entered into by everyone present as to the best way to meet the situation. The concensus of opinion seemed to be that the only logical way of handling the situation was for the Association to create a Central Bureau, expense of maintaining the bureau to be met by the producers, whereupon Mr. Sistrom introduced the following resolution, supported by Mr. Sellers:

RESOLVED: That the Secretary be and is hereby authorized and instructed to proceed with the formation of an efficient service bureau, capable of handling the extra people in accordance with our arrangement made with the District Exemption Board, and that each member of this Association pledge themselves to secure all their extra men through this Bureau.

The Chairman put the question and there being no dissenting vote, the resolution was declared unanimously adopted.

The question of how best to finance the undertaking was then raised. The Secretary submitted a budget showing the approximate expenditure of $520. per week to operate a Central Service Bureau. This brought forth a lengthy discussion; several plans were suggested and dropped. Finally Mr. Sellers introduced the following resolution:

RESOLVED: That to meet the cost of operating and maintaining the Service Bureau each studio pay a service charge of ten per cent on all extra men used by them, and a service charge of five per cent on all extra women used by them. These amounts to be paid over to our Secretary at least once a week and to be understood to cover in full the cost of operating and maintaining the Service Bureau. No liability other than the ten per cent and five per cent to attach to the Association or its members. This method of financing the Bureau to prevail until such time as a change may be necessary.

The resolution was seconded by Mr. Jacobs and unanimously adopted.

The Secretary asked that a Committee of three be appointed to advise with him in the carrying out of the undertaking. The following Committee was thereupon appointed by the Chair:

William Sistrom
O. L. Sellers
Chas. Christie

The meeting adjourned at 1 A. M.

Secretary.

HOLLYWOOD 2800

# D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL. August 8th,1918.

D.W.GRIFFITH STUDIO:

to

All Star Features Distributors, Inc.
(Sol L. Lesser) - 191 Golden Gate Ave.,

SAN FRANCISCO CAL. Dr.

---

To:

11 Publicity Trailers:

367 ft ea - 4037 ft @ .08¢ $322.96

---

This original was ~~sent~~ intended for Lesser but as Epping now says (Fitzhugh) that settlement effected (our ok for this amt. being included) it was longer necessary to send this to Lesser.

8/8/18

Pictura

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

| | | | | |
|---|---|---|---|---|
| 8/8 | CK 1477 | | | 10000 |
| | Leigh R. Smith | 1 234 | 305 | |
| | " " " | 1 239 | 15 | |
| | | | 320 | |
| | | | 9680 | |
| | | | 10000 | 10000 |
| 8/15 | Bal | | | 9680 |
| | Extra Salaries | 2 14 | 500 | |
| | | | 500 | |
| | | | 9180 | |
| | | | 9680 | 9680 |
| 9/16 | Balance | | | 9180 |
| | Leigh R Smith | 3 239 | 140 | |
| | " " " | " 235 | 140 | |
| | " " " | 4 215 | 350 | |
| | " " " | " 235 | 500 | |
| | Extra Salaries | 5 14 | 400 | |
| | | | 1530 | |
| | | | 7650 | |
| | | | 9180 | 9180 |
| 8/19 | Bal | | | 7650 |
| | CK 1498 | | | 50000 |
| | Geo Kozter | 6 215 | 1264 | |
| | Extra Salaries | 7 14 | 500 | |
| | | | 1764 | |
| | | | 55886 | |
| | | | 57650 | 57650 |
| 8/20 | Bal | | | 55886 |
| | #1509 | | | 10000 |
| | Leigh R Smith | 8 215 | 30 | |
| | " " | " 234 | 1190 | |
| | Extra Salaries | 9 14 | 1500 | |
| | | | 2720 | |
| | | | 63166 | |
| | | | 65886 | 65886 |
| 8/21 | Bal | | | 63166 |

Bar Bros Food

| | Vou | acct No | | |
|---|---|---|---|---|
| 8/21 Bal | | | | 63166 |
| Leigh R Smith | 10 | 234 | 120 | |
| " | 11 | 234 | 210 | |
| L V Millard | 12 | 293 | 1000 | |
| | | | 1330 | |
| | | | 61836 | |
| | | | 63166 | 6316 |
| 8/24 Bal | | | | 6183 |
| Leigh R Smith | 13 | 235 | 11840 | |
| " " | 14 | 234 | 50 | |
| C H Bush | 14 | 53 | 500 | |
| 6 x Salaries | 15 | 14 | 5000 | |
| | | | 17390 | |
| | | | 44446 | |
| | | | 61836 | 618 |
| 8/26 Bal | | | | 444 |
| C. C. Corson | 16 | 231 | 300 | |
| Extra Salaries | 17 | 14 | 3000 | |
| | | | 3300 | |
| | | | 41146 | |
| | | | 44446 | 444 |
| 8/27 Bal | | | | 411 |
| Extra Salaries | 18 | 14 | 4000 | |
| | | | 4000 | |
| | | | 37146 | |
| | | | 41146 | 411 |
| 8/28 Bal | | | | 371 |
| L. R. Smith | 19 | 215 | 310 | |
| " " " | " | 235 | 230 | |
| " " " | " | 18 | 250 | |
| | | | 790 | |
| | | | 86356 | |
| | | | 37146 | 3714 |
| Fwd 8/30 Bal | | | | 3635 |

| | | | | |
|---|---|---|---|---|
| 8/30 Bal | No | No | | 36356 |
| Extra Salaries | 20 | 14 | 10425<br>10425<br>25931 | |
| | | | 36356 | 36356 |
| 8/31 Bal | | | | 25931 |
| CK 1652 | | | | 20000 |
| Leigh R Smith | 21 | 235 | 5805 | |
| " " " | 22 | 215 | 90 | |
| Ex Salaries | 23 | 14 | 14150<br>20045<br>25931 | |
| | | | 45931 | 45931 |
| 9/3 Bal | | | | 25886 |
| Leigh Smith | 24 | 234 | 467 | |
| Ex Salaries | 25 | 14 | 5375<br>5842<br>25886 | |
| | | | 25886 | 25886 |
| 9/4 Bal | | | | 20044 |
| Bid Koster | 26 | 215 | 595 | |
| Extra Salaries | 27 | 14 | 20000<br>595<br>17449 | |
| | | | 20044 | 20044 |
| 9/5 Bal | | | | 17449 |
| Leigh R Smith | 28 | 234 | 105 | |
| " " " | " | 18 | 75 | |
| Mary H Jones | 29 | 18 | 650 | |
| Ex Salaries | 30 | 14 | 5500<br>6330<br>11119 | |
| | | | 17449 | 17449 |
| 9/6 Bal | | | | 11119 |
| Ex Salaries | 31 | 14 | 2250<br>2250<br>8869 | |
| | | | 11119 | 11119 |
| 9/7 Bal | | | | 8869 |

Bal Brought Fwd

| | | Vou | Acct No | | |
|---|---|---|---|---|---|
| 9/7 | Bal | | | | 886 |
| | Ck 1673 | | | | 7000 |
| | Ex Salaries | 32 | 14 | 12500 | |
| | | | | 12500 | |
| | | | | 16369 | |
| | | | | 78869 | 78869 |
| 9/9 | Bal | | | | 16369 |
| | Ex Salaries | 33 | 14 | 2250 | |
| | | | | 2250 | |
| | | | | 14119 | |
| | | | | 16369 | 16369 |
| 9/10 | Bal | | | | 14119 |
| | Ck 1734 | | | | 2000 |
| | L K Smith | 34 | 234 | 235 | |
| | Bid Kosten | 35 | 215 | 1365 | |
| | Extra Salaries | 36 | 14 | 1500 | |
| | | | | 3100 | |
| | | | | 31019 | |
| | | | | 34119 | 34119 |
| 9/11 | Bal | | | | 31019 |
| | Ex Salaries | 37 | 14 | 6000 | |
| | | | | 6000 | |
| | | | | 25019 | |
| | | | | 31019 | 31019 |
| 9/12 | Bal | | | | 25019 |
| | Leigh R Smith | 38 | 234 | 495 | |
| | " | " | 215 | 75 | |
| | Ex Salaries | 39 | 14 | 1750 | |
| | | | | 2320 | |
| | | | | 22699 | |
| | | | | 25019 | 25019 |
| 9/13 | Bal | | | | 22699 |
| | Cash Master | 40 | 756 | 1200 | |
| | Cash | 41 | 53 | 500 | |
| | Ex Salaries | 42 | 14 | 2500 | |
| | | | | 2500 | |
| | | | | 18499 | |
| | | | | 22699 | 22699 |
| 9/16 | Bal | | | | 18499 |

| | | | | | |
|---|---|---|---|---|---|
| 9/16 | Bal | | | | 18499 |
| | L R Smith | 43-234 | | 590 | |
| | Ex Salaries | 44 14 | | 4625 | |
| | | | | 5915 | |
| | | | | 13284 | |
| | | | | 18499 | 18499 |
| 9/17 | Bal | | | | 13284 |
| | 4% 1769 | | | | 20000 |
| | Bid Porter | 45 215 | | 260 | |
| | Ex Salaries | 46 14 | | 750 | |
| | | | | 1010 | |
| | | | | 32274 | |
| | | | | 33284 | 33284 |
| 9/18 | Bal | | | | 32274 |
| | L R Smith — One Dollar returned to Black Jan 28-19 to correct error | 47 234 | | 950 | |
| | " " | 48 234 | | 880 | |
| | Fairbanks Light Mint Can Co | 49 54 | | 50 | |
| | Ex Salaries | 50 14 | | 2000 | |
| | | | | 3880 | |
| | | | | 28394 | |
| | | | | 32274 | 32274 |
| 9/20 | Bal | | | | 28394 |
| | Post Master | 51 256 | | 1218 | |
| | L. R Smith | 52 235 | | 800 | |
| | " " | " 234 | | 1035 | |
| | Ex Salaries | 53 14 | | 1500 | |
| | | | | 4553 | |
| | | | | 23841 | |
| | | | | 28394 | 28394 |
| 9/21 | Bal | | | | 23841 |

| | | | | | |
|---|---|---|---|---|---|
| | | Vou | acct No | | |
| 9/21 | Bal | | | | 238 |
| | ck #1808 | | | | 1000 |
| | " 1801 | | | | 2000 |
| | L. R. Smith | 54 | 234 | 2235 | |
| | " " " | " | 239 | 100 | |
| | " " " | 55 | 235 | 3550 | |
| | Ex Salaries | 56 | 14 | 2000 | |
| | | | | 7885 | |
| | | | | 45956 | |
| | | | | 53841 | 5384 |
| 9/23 | Bal | | | | 4595 |
| | Bud Koster — Pictures | 57 | 215 | 400 | |
| | Ex Salaries | 58 | 14 | 6400 | |
| | | | | 6800 | |
| | L R Smith — Exp a/c | 59 | 234 | 105 | |
| | " " " | " | 239 | 200 | |
| | | | | 7105 | |
| | Bal (cks & Dells total 413.51) | | | 38851 | |
| | | | | 45956 | 4595 |
| 9/24 | Bal | | | | 388 |
| | " ck #1821 | | | | 50 |
| 25 | " #1824 | | | | 100 |
| | | | | | 538 |
| 24 | Ex Salaries | 60 | 14 | 3750 | |
| 25 | " | 61 | 14 | 1900 | |
| 26 | " | 62 | 14 | 1250 | |
| | " Publicity Postage | 63 | 256 | 2260 | |
| | | | | 9160 | |
| 9/26 | Bal (cash actually over 25.00) | | | 44691 | |
| | | | | 53851 | 538 |
| Sep 27 | Bal | | | | 44 |
| 28 | Agnes Wiener — Steno o/j | 64 | 53 | 250 | |
| " | Leigh R Smith — Location Expenses | 65 | 235 | 1656 | |
| " | " " " Laguna | 66 | 235 | 4980 | |
| " | Ex Actors | 67 | 14 | 4300 | |
| | Bal 335.05 | | | 11196 | |
| | | | | 33505 | |
| | | | | 44691 | 44 |
| 9/30 | Bal | | | | 33 |

Bal Fwd

| | | Vol | Acct No | | |
|---|---|---|---|---|---|
| 9/30 | Bal | | | | 33505 |
| | Ex Salaries | 68 | 14 | 3250<br>3250<br>30255 | |
| | | | | 33505 | 33505 |
| 10/1 | Bal | | | | 30255 |
| | Ex Salaries | 69 | 14 | 1000<br>1000<br>29255 | |
| | | | | 30255 | 30255 |
| 10/2 | Bal | | | | 29255 |
| | Leigh R Smith | 70 | 231 | 50 | |
| | " " | " | 234 | 110 | |
| | Ex Salaries | 71 | 14 | 1500<br>1660<br>27595 | |
| | | | | 29255 | 29255 |
| 10/3 | Bal | | | | 27595 |
| | Extra Salaries | 72 | 14 | 1000<br>1000<br>26595 | |
| | | | | 27595 | 27595 |
| 10/4 | Bal | | | | 26595 |
| | Dio Kostva | 73 | 215 | 670<br>670<br>25925 | |
| | | | | 26595 | 26595 |
| 10/5 | Bal | | | | 25925 |
| | Ex #1899 | | | | 10000 |
| | Miss Wittner | 74 | 53 | 1150 | |
| | Ex Salaries | 75 | 14 | 1250<br>2400<br>33525 | |
| | | | | 35925 | 35925 |
| 10/6 | Bal | | | | 33525 |
| | Ex Salaries | 76 | 14 | 750<br>750<br>32775 | |
| | | | | 33525 | 33525 |
| 10/8 | Bal | | | | 32775 |

Bal Brot Fwd

| | | Voucher No | Acct No | | |
|---|---|---|---|---|---|
| 10/8 | Bal | | | | 327 |
| | L. R. Smith | 77 | 239 | 405 | |
| | " " " | " | 234 | 1278 | |
| | " " " | 78 | 234 | 340 | |
| | Ex Salarius | 79 | 14 | 2800 | |
| | | | | 4823 | |
| | | | | 27952 | |
| | | | | 32775 | 32775 |
| 10/9 | Bal | | | | 27952 |
| | Ex Salarius | 80 | 14 | 3333 | |
| | | | | 3333 | |
| | | | | 24619 | |
| | | | | 27952 | 27952 |
| 10/17 | Bal | | | | 24619 |
| | E. M. Robbins | 81 | 234 | 700 | |
| | Ex Salarius | " | 256 | 120 | |
| | " " " | " | 239 | 1250 | |
| | Ex Salarius | 82 | 14 | 500 | |
| | E. M. Robbins | 83 | 256 | 4000 | |
| | | | | 6570 | |
| | | | | 18049 | |
| | | | | 24619 | 24619 |
| 10/31 | Bal Closing Acct 2 1918 | | | | 18049 |

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

August 9 1918

Hearts W

D W GRIFFITH HOTEL ALEXANDRIA
LOS ANGELES CALIFORNIA

HAVE YOU ANY PLANS FOR HANDLING HEARTS IN FRANCE ADVISE TAKING THIS MATTER UP AT ONCE PREFERABLY OUTRIGHT SALE TO FRENCH INTERESTS WITH CONSENT OF FRENCH WAR DEPARTMENT SO ALSO ALL OTHER FOREIGN TERRITORIES ADVISE

BANZHAF

2 Rector Street N Y C

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

August 9 1918

Hearts W.

D W GRIFFITH HOTEL ALEXANDRIA
LOS ANGELES CALIFORNIA

HAVE OFFER THIRTY THOUSAND FOR NEW JERSEY LESS PROFITS JERSEY ENGAGEMENT FOR HEARTS ADVISE

BANZHAF

2 Rector Street N Y C

NOW PLAYING:

44TH STREET THEATRE
NEW YORK

GARRICK THEATRE
PHILADELPHIA

OLYMPIC THEATRE
CHICAGO

MAJESTIC THEATRE
BOSTON

PITT THEATRE
PITTSBURGH

WILLIAM ELLIOTT, F. RAY COMSTOCK & MORRIS GEST
PRESENT

# D. W. Griffith's

SUPREME TRIUMPH

# Hearts of the World

THE SWEETEST LOVE STORY EVER TOLD
A ROMANCE OF THE GREAT WAR

GENERAL OFFICES:
CENTURY THEATRE, NEW YORK

THOMAS HODGEMAN
Manager

WILLIAM A. PAGE
General Press Representative

CHARLES McCLINTOGK
Special Representative

Aug 10 –

Dear Mr Banzhaf –

Yr news rec'd the Phila elimination sheet you wired me about.
As you know I'm to have the film now in use here for the 3 weeks engagement ending August 31st. I will use a new film with Ohio censorship approval on it – We come right back into Penn again Aug 19th in New Castle Pa – Advise me when I will get the Penn trailer for use Penn dates –

Yrs Rushly
Thos Hodgeman

ADOLPH MARKS
LAWYER

TEL. MAIN 3860

SUITE 38 MERCHANTS BUILDING
106 N. LA SALLE STREET
CORNER WASHINGTON

CHICAGO August 10th, 1918.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City, N. Y.

Dear Sir:-

While I was in New York I spoke to you with reference to the payment of the amount due for services rendered in the "Hearts of the World" matter and you were to advise Mr. Thomas regarding same.

Kindly let me hear from you regarding the matter at once.

Respectfully yours,

Adolph Marks

AM/HS

(Letterhead of Title Guarantee and Trust Company)

C O P Y

New York, August 10, 1918.

Messrs. Seligsberg, Lewis & Strouse,
55 Liberty Street,
New York City.

Gentlemen:

Your letter of the 31st ultimo in regard to the change of Capital stock of Epoch Producing Corporation was received during my absence on my vacation, and was held awaiting my return. I hope that the delay in answering your inquiry has not inconvenienced you.

We will surrender the stock of the Epoch Producing Corporation that we hold as Voting Trustee in exchange for the new certificates of said corporation, upon receiving the agreement enclosed in your said letter signed by all the parties in interest, and upon the surrender of all Voting Trust Certificates outstanding for indorsement thereon of the number of shares of the new stock to which the holders of such Voting Trust Certificates will be entitled.

It will be necessary to change the figures in the draft of your agreement, as there are outstanding 672 shares, not 622. Such Voting Trust Certificates are held as follows:

| | |
|---|---|
| H. E. Aitken | 385 shares |
| R. E. Aitken | 227 " |
| D. W. D. Corp. | 60 " |
| | 672 |

Very truly yours,

(Sgd) A. H. Remsen

For the Company

A. H. Remsen-ETC.

# Willis-Woodbury BUSINESS COLLEGE

**California's Premier Business Training School**

Large staff of experienced, efficient specialists. Thoroughly systematized and intensely practical Business, Secretarial, and Shorthand Courses. Spacious study rooms. Complete equipment, including Burroughs Ledger Posting and Calculating Machines.

You May enter on any school day in the year and progress as rapidly as you master the subjects taken.

Ask for Full Information

**STEPHEN T. WILLIS, President**

**Fifth Floor** **Hamburger Building**

Pico 133 61850


MR. and MRS. BUTCHER and all the LITTLE BUTCHERS will CUT capers on the Pier

**AT OCEAN PARK**

**Thursday, August 22nd**

IT'S THEIR ANNUAL PICNIC

**Take Advantage of the Special Rates on the P. E. on This Day**


PUENTE GASOLINE

For Advertising Space
In This Program Call
**F. M. BROWN**
A-1573; Broadway 3050

APEX MOTOR OILS



# Clune's AUDITORIUM
Theatre Beautiful

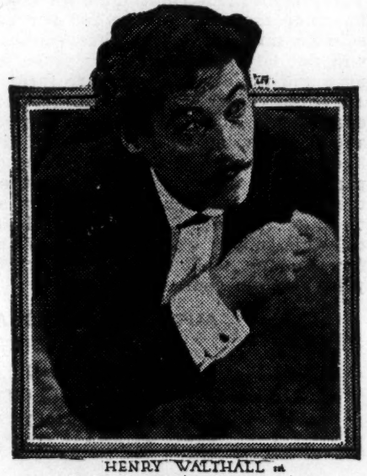
W. H. CLUNE

PRESENTS

## D. W. GRIFFITHS'

Second Great European Photoplay

# "The Great Love"



HENRY WALTHALL in
D.W. GRIFFITH'S
"The Great Love"

**Week of August 12, 1918**


D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBR

W. H. Clune Presents

# D. W. GRIFFITHS'

# "The Great Love"

**A Photoplay That Deals with Young America in the War and with War Work of Nobility in Great Britain**

THE CAST

Jim Young of Youngstown, Pa. ..... Robert Harron
Giovanni Alleghieri (Baron of San Marino) ..... Henry B. Walthall
Jessie Lovewell ..... Gloria Hope
Susie Broadplains ..... Lillian Gish
John Broadplains ..... Maxfield Stanley
Rev. Josephus Broadplains ..... George Fawcett
Mademoiselle Corintee ..... Rosemary Theby
Mr. Seymour of Brazil, formerly of Berlin ..... George Seigmann

The patrons of this theater furnished with Arrowhead Spring Water.
1566 East Washington

## GREAT NEED FOR TRAINED MECHANICS

Highest wages in the history of the country now being paid. There is an industrial famine for trained mechanics, the wage scale has increased from 25 to 200 per cent, and the demand will not subside until production has caught up with the demand. This will not be until years after peace is declared. Far-sighted business and professional men are turning from lines already crowded and unprofitable to take up the more lucrative vocations. Our enrollments from these classes are steadily increasing. Men of 50 and 60 years, but with the spirit of youth, are taking up mechanical lines. Boys from 13 to 19 are taking our courses. Practical-minded parents are insuring them against exigencies which might throw them on the world helpless to earn a living. Can you not see the trend of things? The mechanical age has arrived. We want to talk this subject over with you. Visit our school, see our facilities for teaching; talk with our instructors and students. We offer you complete course in—

AUTO REPAIRING AND DRIVING
OXY-ACETLYENE WELDING
MACHINE SHOP PRACTICE
AUTO ELECTRICITY
TRACTIONEERING, VULCANIZING
5000 SUCCESSFUL GRADUATES

**NATIONAL AUTOMOTIVE SCHOOL**

(See Inst. ad.) Figueroa at Eighth

APEX MOTOR OILS

THE STORY

When Jim Young of Youngstown, Pa., receives news of German atrocities in Belgium, it rouses him to great anger, and he proceeds forthwith to Canada and enlists in the British army, thus becoming a forerunner of the American forces that are subsequently to leave for the battlefields in Europe. On his arrival in London, Young observes the war preparations there with great interest and he is at once sent to his training camp on the outskirts of that city, and begins active training.

While enjoying a few hours' leave of absence, Young meets Susie Broadplains, a young Australian girl, who is innocence personified, and who is much flattered by the attentions paid her by a real live, vigorous American soldier, enlisted in the cause of the allies against Germany. They meet frequently and their friendship soon ripens into love.

Susie falls heir to 20,000 pounds and at once becomes the object of much solicitude on the part of Sir Roger Brighton, an unscrupulous fortune-hunter, who has resolved to win her at any cost. He contrives to force his unwelcome attentions upon the girl, and when Young is called to the front with his regiment, Sir Roger seeks to force her to marry him before he leaves on a business trip for France. She repels him and at a final meeting with Young assures him of her love and bids him a cheerful adieu as he leaves for the front.

The story now deals with the adventures of Susie and her two suitors, which are interrupted frequently by international complications and the machinations of German adventurers masquerading as radicals, with whom Sir Roger becomes entangled. The transformation of the fair women and social butterflies of England to workers in hospitals and munition factories, is shown in a series of remarkable pictures.

Music Arranged by C. D. Elnor

Technical Assistants ..... Frank Wortman, Ralph De Lacy, E. S. Lopez, George Baker

COMING

To This Theatre, for One Week Only

Stating Monday, September 2

NAT GOODWIN

"Himself"

With a Superb New York Cast, in His Latest N. Y. Success

"WHY MARRY?"

Matinees for This Engagement Wed. and Sat. Only

STAFF CLUNE'S AUDITORIUM

Owner and Manager ..... W. H. Clune
General House Manager ..... Bert St. John
Assistant House Manager ..... Jack L. Winn
Director of Publicity ..... Gene Doyle
Chief Operator ..... Martin Earley
Musical Director and Organist ..... William Strobridge

Palms and Flowers Furnished by
THE BROADWAY FLORIST, 414½ South Broadway

PUENTE GASOLINE

# Hoff's Expert Training School

The Schools of Intense Instruction

SCHOOL DEPARTMENTS

| | |
|---|---|
| CIVIL SERVICE SCHOOL | COMPTOMETER SCHOOL |
| SECRETARIAL SCHOOL | FILING SCHOOL |
| STENOGRAPHIC SCHOOL | DICTAPHONE SCHOOL |
| BOOKKEEPING SCHOOL | EDIPHONE SCHOOL |
| BURROUGHS SCHOOL | LANGUAGE SCHOOL |
| ELLIOTT-FISHER SCHOOL | MULTIGRAPH SCHOOL |

FINEST EQUIPPED SCHOOL IN AMERICA
OVER 7000 SUCCESSFUL STUDENTS
NEW CLASSES STARTING
EACH WEEK

Entire Seventh Floor, Grosse Building
6th and Spring

**DAY AND EVENING CLASSES**

## ARE YOU OVERWEIGHT OR UNDERWEIGHT?

We will make you normal. No violent exercise and without starvation. No drugs.

WE CAN AND WILL REDUCE YOUR WEIGHT
WE CAN AND WILL BUILD UP YOUR WEIGHT
AND IMPROVE YOUR HEALTH AND STRENGTH

A few of Our Patrons

Dr. A. G. Schloesser, Castle Sans Souci.
Boyle Workman, Vice-Pres. Home Sav. Bank.
H. O. Davis, Dir. Gen. Universal City.
L. J. Christopher.
Matzene, Photographer.
C. E. Miller, Pres. Rotary Club.
Judge John Monroe.
Rev. Glen McWilliams.
Rev. L. P. Golden.
Myrtle Stedman, Leading Lady, Morosco Studio.
Carl Leonardt.
Blanche Ring.
Dr. E. W. Earing.
Mrs. Chas. H. Toll.
Mr. Frank J. Hart.
E. R. Collins, Ed. Evening Herald.
W. D. Woolwine.
Mme. Constance Balfour.
Mrs. Dr. W. F. Covington.
Mrs. A. L. Gude.
Dr. Grace Cole.
Mrs. J. D. Taylor.
Dr. J. F. Friesen.
C. J. Merritt, Capitalist.
W. J. Harrison, Cir. Mgr. L. A. Herald.

Endorsed by Leading Physicians. Expert Men and Women Attendants in Their Respective Departments

Call for Free Trial Treatment

**The Reiss System of Health Culture**

8th Floor, TITLE GUARANTEE BLDG.
F-7815 Fifth and Broadway Main 1772

POSTAL TELEGRAPH-CABLE COMPANY

# NIGHT LETTERGRAM

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED) TRANSMITS AND DELIVERS THIS NIGHT LETTERGRAM SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK.

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

DELIVERY No. 1797

INDEPENDENT COMPETITIVE PROGRESSIVE

4 669

51GSWN 79NL

HY LOSANGELES CAL AUG 12 1918

A H T BRANZEHAFF

2 RECTOR ST NEWYORK

TRY TO KEEP POSTED ON WHAT THEY ARE DOING WITH GREAT LOVE PICTURE SHOULD NOT BE RUN MUCH FASTER THAN HOUR AND THIRTY FIVE MINUTES ARE THEY MAKING SPECIAL EFFORTS IN ADVERTISING ON THE LAST PICTURE OF DEMILLES AS MOST SPECIALS THEY CARRY ADVERTISING WITH EXHIBITORS IN DAILY PAPERS WHEREVER THEY SHOW LOOK UP ARRANGEMENT FOR TAKING THIS SPACE ARE THEY DOING THIS WITH GREAT LOVE LOOK INTO THIS AND SEE JUST HOW THEY CARRY THIS ADVERTISING SEE EXHIBITORS

D W GRIFFITH

430AM

90 BROAD STREET NEW YORK AUG 13 1918

POSTAL TELEGRAPH-CABLE COMPANY

# NIGHT LETTERGRAM

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED) TRANSMITS AND DELIVERS THIS NIGHT LETTERGRAM SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK.

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

DELIVERY NO.

INDEPENDENT COMPETITIVE PROGRESSIVE

4L—26036

736SWN 206NL

HY LOSANGELES CAL AUG 12 1918

A H T BANZHAF

TWO RECTOR ST NEWYORKM

WOULD GET IN TOUCH WITH GAUMONT WHO IS VERY BIG
IN PARIS OR HIS AGENTS PARIS IS CRAZY ABOUT PICTURES
MUCH MORE THAN LONDON IT SHOULD BE PUT ON AT
THEATRE MUCH AS NEWYORK BELIEVE IT WILL RUN LONG FIND
OUT FROM THESE AGENTS IF AMERICAN SOLDIERS ARE ALLOWED LEAVE
IN PARIS NEWSPAPERS SAY NOT BUT BELIEVE THIS IS CAMOUFLAGE
FOR AMERICAN PUBLIC IF THERE ARE MANY SOLDIERS IN PARIS
WOULD DO WELL TO HAVE MOST OF TITLES IN BOTH
FRENCH AND ENGLISH THEY ARE MADE FOR PICTURES AND HAVE
NEVER HAD A BIG ONE STOP NO BIG SHOWS ARE
ALLOWED TO BE PRODUCED AND THINK THIS A GREAT CHANCE
FOR CLEAN UP AS PARIS IS FULL OF MONEY AND
NO PLACE TO GO STOP WILL CHANGE HERO AND HEROINE
TO BE FRENCH OR IF MANY AMERICANS WILL LEAVE AMERICAN
VERSION STOP AGREE WE WANT QUICK ACTION ON THIS STOP
TALK WITH GREY ABOUT NEWJERSEY WHY IS IT LESSER DOES
SO MUCH BETTER BUSINESS THAN WE ARE ABLE TO GET
UNDERSTAND HE DID BIG BUSINESS FOR FIVE WEEKS IN SEATTLE
ACCORDING TO THIS WE SHOULD DO BIG BUSINESS FOR FIVE
WEEKS IN SEATTLE ACCORDING TO THIS WE SHOULD DO BIG
BUSINESS FOR FIFTEEN WEEKS IN CLEVELAND

D W GRIFFITH 550AM

NEW YORK 30 BROAD STREET AUG 13 1918

FRENCH PICTORIAL SERVICE
220 WEST 42ND STREET
CANDLER BUILDING
NEW YORK CITY

TELEPHONE BRYANT 3498

Heath W.

12th August, 1918

Mr. A. H. T. Benzhaf
2 Rector St.
New York City

Dear Sir:

I never received any reply to my letter of May 25 last concerning the amount due by Mr. Griffiths to the Cinematographic Section of the French Army.

Your immediate attention to this matter would be appreciated.

Yours very truly,

FRENCH PICTORIAL SERVICE

E. Yates Gowing

Director

5368 Bryant

HOLLYWOOD 2400
HOME 57021

Beach

H

# LASKY STUDIO

FAMOUS PLAYERS-LASKY CORPORATION
1520 VINE STREET
HOLLYWOOD, CALIFORNIA

August 12, 1918.

D. W. Griffith Studios,
4500 Sunset Blvd.,
Los Angeles, California.

Attention of Mr. E. C. Bidwell.

My dear Mr. Bidwell:-

Referring to your letter of August sixth, to Mr. Garbutt, I am enclosing herewith copy of Price Waterhouse audit of cost of "Hearts of the World."

Yours very truly,

Gladys Rosson

Secretary to Mr. DeMille.

Enc.

## HEARTS OF THE WORLD

## COST OF NEGATIVE

**Exhibit I**

| | | |
|---|---|---|
| Foreign Expenses as Agreed | $75,000.00 | |
| Los Angeles Negative Charges | 184,312.85 | |
| Administration | 25,004.93 | |
| Developing Negative and Sample Print | 7,444.23 | |
| Packing and Shipping | 147.88 | |
| Advanced by London | 28,578.00 | |
| Expenses of J. C. Graham | 407.64 | |
| Paid to Captain Kleinschmidt | 16,000.00 | |
| Expended on Equipment, etc. | 5,561.38 | |
| | | 342,456.91 |

## HEARTS OF THE WORLD

## INVESTMENT ACCOUNT

| | | | | |
|---|---|---|---|---|
| Cost of Negative | Exhibit I | | 342,456.91 | |
| Positive Prints | | | 35,937.87 | |
| Price, Waterhouse Charges for Audit | | | 484.80 | 378,879.58 |
| Advances By D.W.Griffith | | | 113,977.47 | |
| " " Famous Players-Lasky Corporation | Exhibit II | | 265,103.08 | |
| Accounts Payable | | 6,091.09 | | |
| Accounts Receivable & Petty Cash | | 6,292.06 | 200.97 | 378,879.58 |
| Net Receipts from Exploitation | Exhibit III | | | 325,810.56 |

HEARTS OF THE WORLD

ADVANCES BY FAMOUS PLAYERS-LASKY CORPORATION

Exhibit II

| | | | | |
|---|---|---|---|---|
| 1917 | | | | |
| March | 16- | Artcraft Pictures Corporation | 25,000.00 | |
| Oct. | 23- | Famous Players- London | 28,578.00 | |
| Nov. | 8- | Seven Checks to D.W.Griffith | 75,000.00 | |
| 1918 | | | | |
| Jan. | 8- | Note- Famous Players-Lasky Corp. | 50,000.00 | |
| " | 24- | Expenses- J. C. Graham | 407.64 | |
| May | 11- | Cash paid at Los Angeles | 10,000.00 | |
| " | 18- | " " " " " | 10,000.00 | |
| June | 1- | " " " " " Per.Price. Waterhouse & Company- Audit | 8,008,89 | |
| " | 5- | Cash Paid for Price, Waterhouse & Co. Audit | 200.00 | |
| " | 11- | " " " " " " " " " | 135.00 | |
| " | 18- | " " " " " " " " " | 149.80 | |
| | | Amount Paid D.W.Griffith on account D-1 but Applied to Hearts of the World | 22,016.73 | |
| | | Film at Los Angeles | 9,280.74 | 35,607.02 |
| Feb. | 16- | " paid at New York | 9,284.15 | |
| May | 4- | " " " " " | 9,051.02 | |
| | | " " " " " | 7,991.11 | |
| | | | | 265,103.08 |

## HEARTS OF THE WORLD

## EXPLOITATIONS

Exhibit III

| | | | |
|---|---|---|---|
| **CASH RECEIPTS FOR SALE OF RIGHTS** | | | |
| New England | | 33,000.00 | |
| " " on account of Note | | 10,579.72 | |
| Indiana & Kentucky | 45,000.00 | | |
| Less 5% Commission Paid | 2,250.00 | 42,750.00 | |
| California and Pacific Coast | | 90,000.00 | |
| Michigan | | 45,000.00 | |
| Tennessee, Alabama, Georgia etc. | | 50,000.00 | |
| Scandinavia | | 5,000.00 | |
| | | | 276,329.72 |
| **CASH RECEIPTS FROM EXPLOITATIONS IN THEATRES** | | | |
| Los Angeles | | 42,116.07 | |
| San Diego | | 2,287.72 | |
| Chicago | | 3,899.21 | |
| Philadelphia | | 14,671.79 | |
| Pittsburgh | | 6,096.44 | |
| Washington | | 10,735.96 | |
| Long Branch | | 417.73 | |
| | | 80,224.92 | |
| Less Losses | | | |
| New York | 2,034.64 | | |
| Boston | 4,278.08 | 6,312.72 | |
| | | 73,912.20 | |
| Less Expenses | | | |
| Paid M. Gest in Settlement of Contract | 20,000.00 | | |
| Railroad Fares | 1,038.79 | | |
| Advertising | 205.00 | | |
| Office Expense | 45.79 | | |
| Salaries | 976.00 | | |
| A. L. Gray | 1,000.00 | | |
| Equipment | 750.00 | | |
| Express | 31.38 | | |
| Costumes | 14.40 | | |
| Cans | 170.50 | | |
| Frames | 142.50 | | |
| Trunks | 157.00 | | |
| | 24,531.36 | | |
| Amount Refunded by Mr.Gest | 100.00 | 24,431.36 | 49,480.84 |
| Amount to be shared in proportion to Advances | | | 325,810.56 |

Law Offices of
SELIGSBERG, LEWIS & STROUSE
58 Liberty Street,
New York City.

C O P Y

August 12, 1918.

Albert H. T. Banzhaf, Esq.,
No. 2 Rector Street,
New York City, N. Y.

Dear Sir:

I enclose the following:

(1) Copy of letter of Mr. Remsen of Title Guarantee & Trust Company;

(2) Copy of corrected consent.

What would you think of our sending this to Arthur Wright, in a letter singed by both of us, and have him procure the signatures, take the acknowledgments, put on county clerk's certificates, and return it to us? I understand that both the Messrs. Aitken and Mr. Griffith are now in Los Angeles.

As I expect to leave on a short vacation on Wednesday, let me have some word from you as soon as possible.

Yours truly,

(Sgd) W.N. Seligsberg.

(Enclosures)
WNS/CM

Aug 12 - 1918

Dear David

Will write you a few lines thanking you for you kind little remembrances it makes one feel good to think you can stop long enough to select such rare gifts every one is not so fortunate as to poress such. Ma shows them to meorly every one

Who comes in She wants
to know why You sent
Albert to London think
He was far enough from
Home already
We have Miss Leon Gloes as
a Roomer She is very much
interested in You and Your
work sends her kindest
regards We are well and
enjoying life as well as
could be expected of two
old Ladies hope this will
find You in good health
With love from both
Write sometime I am
as ever Sister Ruth

POSTAL TELEGRAPH—CABLE COMPANY

# NIGHT LETTERGRAM

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED) TRANSMITS AND DELIVERS THIS NIGHT LETTERGRAM SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK.

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

DELIVERY No.

INDEPENDENT COMPETITIVE PROGRESSIVE

4—669

25GSWN 19NL

HY LOSANGELES CALIF AUG 13 1918

Hearts of world

1585

A H T BANZHAF

2 RECTOR ST NEWYORK

SHIPPED TO SHAUER YESTERDAY CARE FAMOUS PLAYERS NEWYORK THREE COPIES HEARTS OF WORLD FOR CANADA PLEASE NOTIFY MR SHAUER

E C BIDWELL

237AM

POSTAL TELEGRAPH-CABLE COMPANY

# NIGHT LETTERGRAM

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED) TRANSMITS AND DELIVERS THIS NIGHT LETTERGRAM SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK.

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

DELIVERY No.

INDEPENDENT COMPETITIVE PROGRESSIVE

4L—26036

1613

43-GS MW 167 NL 434AM
LOS
HY ANGELES CAL AUG 13 -18

A H T BANHAF

2 RECTOR ST NEW YORK

GET AHOLD OF GREY IMMEDIATELY CONCERNING STATE RIGHTS WE ARE USING UP OUR BEST TERRITORY IN THESE STATES AND WASTING IT LESSERS CROWD SEEMS TOM KNOW HOW TO DO THIS BUSINESS THEY ARE GETTING MORE PROFITS IN SEATTLE THAN WE WILL GET OUT OF OHIO AT THE WAY IT IS GOING MUST ACT QUICKLY BEFORE IT IS RUINED ENTIRELY STOP LONG KNEW SOMETHING HE SHOULD HAVE GONE TO CLEVELAND AND BUFFALO CANNOT GO ON THIS WAY WE WILL FIND OURSELVES WITHOUT ANY PROFITS GET AHOLD OF LESSER AND CROWD SEE WHAT CAN BE GOT OUT OF IT PITY TO DO THIS AS HAD IT BEEN PROPERLY HANDLED WE COULD HAVE CLEANED UP BUT IT CERTAINLY IS NOT BEING PROPERLY HANDLED AND NO USE IN GOING ON AT THIS RATE WAS A CRIME TO OPEN THESE PLACES IN AUGUST WHICH ANYBODY SHOULD HAVE KNOWN NO ONE PAYS IN AUGUST IN THE EAST STOP MORE BLUNDERS WILL FOLLOW THIS AND WE WILL BE STING SUGGEST SOMEBODY ELSE HANDLING PICTURE

D.W.GRIFFITH.

Call Wright about this

File.
Mr Banzhaf has attended to matter. E.C.M. 4-26-19

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

August 13th 1918.

Mr. David W. Griffith,
Hotel Alexandria,
Los Angeles, Calif.

Dear Mr. Griffith:

Mr. Seligsberg has forwarded to Mr. Arthur Wright for you, Harry and Roy Aitken's signatures, a copy of the within agreement relative to the surrender of the voting trust certificates of the Epoch Producing Corporation in order that the original certificates on deposit with the Title Guarantee & Trust Company may be surrendered to the Epoch and new certificates issued therefor in accordance with the plan of reducing the capital stock of the Corporation from 125,000 to 33,000, and change the par value of each share from $100. each to $10. each. On the surrender of each share of stock of $100. par value the stockholder will receive in return therefor three shares of the par value of $10. each. If you will therefore kindly sign and acknowledge the consent at the request of Mr. Wright he will see to it that both Harry and Roy Aitken also sign the same and return the consent to Mr. Seligsberg in accordance with the general plan.

I give you this advance notice so that you may know about the transaction when Arthur Wright presents the matter to you.

With best regards, I remain

Very truly yours,

Albert H. T. Banzhaf

AHTB/D
Encs.

Heard of Herald

August 13th 1918.

Mr. Thomas Hodgeman,
c/ Pitt Theatre,
Pittsburgh, Pa.

Dear Mr. Hodgeman:

We have sent in a request to the Pennsylvania Board of Censors for an additional seal for the new Company and will arrange to have the same forwarded to you in time for the Pennsylvania showing.

Very truly yours,

AHTB/D

August 13th, 1918.

Mr. Fulton Brylawski,
Jenifer Building,
Washington, D.C.

Dear Mr. Brylawski:-

We have your letter of August 7th., calling our attention to the fact that two copies of "The Great Love" reached you 'express collect'.

This was an oversight on our part as they should have been sent 'paid', although our terms call for f.o.b. this studio.

We believe that if you will take this up with the agent of the Famous Players-Lasky Corporation in Washington, he will reimburse you for this amount: if not, please advise us and we will take the matter up for you.

Would you be so kind as to secure for us and mail to us a small supply - say a couple of dozen - cards "Application for copyright" form L-1.

Thanking you in advance,

Yours very truly,

D.W. GRIFFITH STUDIO:

By:

Manager:

ECB:D-

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | X |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

August 14 1918

Hearts of World

D W GRIFFITH HOTEL ALEXANDRIA

LOS ANGELES CALIFORNIA

IMPOSSIBLE TO CANCEL BOOKINGS THIS UNPRECEDENTED WEATHER CANNOT LAST MORE THAN TWO OR THREE WEEKS LONGER LESSER HAVING SAME TROUBLE WITH MILWAUKEE DO NOT THINK IT ADVISABLE TO PUT ON OTHER MAN AT PRESENT GIVE GREY A CHANCE TO SHOW WHAT HE CAN DO SEPTEMBER AND OCTOBER AS WEATHER HAS BEEN AGAINST HIM STOP RATISBONNE FRENCH PICTORIAL SUGGESTS THAT YOU SEND SAMPLE PRINT FOR HIM TO FORWARD TO FRANCE FOR INSPECTION QUESTION OF FRENCH TITLES WOULD LEAVE TO POSSIBLE PURCHASER BUT USE AMERICAN STORY AS THIS SHOULD BE MOST POPULAR IN FRANCE AT THIS TIME

BANZHAF

2 Rector Street N Y C

POSTAL TELEGRAPH—CABLE COMPANY

# NIGHT LETTERGRAM

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED) TRANSMITS AND DELIVERS THIS NIGHT LETTERGRAM SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK. CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT | DELIVERY No. 1047

INDEPENDENT COMPETITIVE PROGRESSIVE

4L—26036

52BA XH 128 N L

HY LOSANGELES CALIF AUG AUG 14 18

A H T BANZHAF

2 RECTOR ST NEWYORK.

RECEIVED MONTH AGO STATEMENT TO EFFECT ALL MONEY HAD BEEN TURNED IN ON BALANCE HEARTS OF WORLD STOP RECEIVED CHECK FROM LESSER FIFTY FIVE THOUSAND AUGUST SECOND WHICH BIDWELL TURNED OVER TO GARBUTT WITHOUT LETTING ME KNOW. STOP MUST HAVE MORE EXPLICIT ARRANGEMENT CONCERNING THIS STOP ACCORDING TO THIS HALF OF THIS SHOULD HAVE BEEN TURNED OVER TO ME STOP WOULD LIKE RETURNS ONN THIS AT ONCE AS I NEED MONEY STOP ALSO WHAT ARRANGEMENTS ARE THEY MAKING FOR PAYING FOR THE PRINTS ON THE GREAT LOVE EXTRA FOOTAGE ON THIS THEY SHOULD CERTAINLY MAKE SOME PAYMENT IF NOT FOR EXTRA FOOTAGE AT LEAST THE EXTRA NUMBER OF COPIES STOP DO NOT THINK MUCH OF PATTERSON SENNETTS OLD MAN SEEMS GOOD IF HE WAS IN SOME WAYS ANSWER

D W GRIFFITH

445 AM

20 BROAD STREET AUG 15 1918

POSTAL TELEGRAPH-CABLE COMPANY

# NIGHT LETTERGRAM

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED) TRANSMITS AND DELIVERS THIS NIGHT LETTERGRAM SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK.

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

DELIVERY No. 1653

INDEPENDENT COMPETITIVE PROGRESSIVE

4—669

(error for 18)

55GS XH 5 AM 109MN L

HY LOSANGELES CALIF AUG 14 (17)

A H T BANZHAF , 2 RECTOR ST NEWYORK.

CERTAIN ARTCRAFT PICTURES ARE ADVERTISED THROUGHOUT COUNTRY WITH SOME SORT ARRANGEMENT WITH ARTCRAFT AND EXHIBITOR THIS IS DONE WITH DEMILLE PICTURE VERY STRONGLY ALSO ELSIE FERGUSON AND OTHERS ARE THEY DOING THIS WITH GREAT LOVE AND MY PICTURES GET DETAILS

REGARDING THIS ALSO FIND OUT AND INFORM ME HOW IT IS GOING ON READ HEARD THEY WERE RAISING PRICES ON SECOND PICTURE STOP PITY SHOULD HAVE HAD TO OPEN IN SUCH WEATHER STOP SEE WHAT CAN BE DONE ABOUT INSURING PLAYING OF OUR MUSIC WITH GREAT LOVE UNDERSTAND EXHIBITORS IN BUFFALO AND PERHAPS OTHER PLACES HAVE NOT USED IT THIS VERYBAD AS MUSIC IS HALF THE PICTURE STOP.

D W GRIFFITH.

BROAD STREET AUG 15 1918

KENNETH K. McLAREN, PRESIDENT
GEORGE R. SHELDON, VICE PRESIDENT
RAYMOND NEWMAN, VICE PRESIDENT
HORACE S. GOULD, VICE PRES'T. & SEC'Y.
B. STAFFORD MANTZ, TREAS. & TRUST OFFICER
WILLIAM P. POWELL, ASS'T. SECRETARY
JOHN J. JANSEN, JR. ASS'T. SECRETARY
HARLAN S. PERRIGO, ASS'T. SECRETARY
JOHN H. SEARS, ATTORNEY
NORMAN H. McLAREN, MANAGER LEGISLATIVE DEPT.

# THE CORPORATION TRUST COMPANY

THIRTY SEVEN WALL STREET

NEW YORK

August 14, 1918.

RE: D. W. G. CORPORATION.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Sir:

Our New Jersey representation fee of $10. renews for another year on September 1, and we are obliged to ask that a check be sent us in payment of our services for the current year before the end of the month if we are to continue our representation.

Yours very truly,

THE CORPORATION TRUST COMPANY,

B S Mantz

Assistant Secretary.

AHD-VW

HARRY WILSON,
SOLICITOR.

COMMISSIONER FOR OATHS.

TELEGRAPHIC ADDRESS:
"RULINGLY, RAND, LONDON."

TELEPHONE.
1890 GERRARD.

Broad Court Chambers,
Bow Street,
Covent Garden,
London, W.C. 2.

15th August 1918.

Dear Sir,

At the request of my client Mr. William Elliot Burlock I enclose two Promissory Notes both dated the 31st May 1917 drawn by Domenico Cazzulino each for One Thousand Pounds (£1,000) one payable on the 28th October 1917 and which has been presented and dishonoured and the other payable on the 28th December 1917 and which has not yet been presented.

I may say that I have made several attemps to obtain the money, and so has Mr. Burlock.

Kindly acknowledge receipt ,

Yours faithfully,

Harry Wilson

REGISTERED POST

ALlen H. T. Benzhaf,
2, Rector Street. New York.
U. S. A.

encls.2.

CAPITAL AND SURPLUS $16,000,000.

# Title Guarantee and Trust Company,

## REAL ESTATE TITLE INSURANCE.

## BANKING, TRUSTS.

176 Broadway,

New York,

IN REPLYING PLEASE REFER TO


CLARENCE H. KELSEY, PRESIDENT.
FRANK BAILEY, VICE PRESIDENT.
EDWARD O. STANLEY, 2ND VICE PRESIDENT. MANAGER BANKING DEPARTMENT.
CLINTON D. BURDICK, 3RD VICE PRESIDENT.
FRANK L. SNIFFEN, MGR BKLYN BKG DEPT.
J. WRAY CLEVELAND, SECRETARY.
CLARENCE C. HARMSTAD, TREASURER.
JOHN W. SHEPARD, LOREN H. ROCKWELL, STEPHEN T. KELSEY, ASS'T TREASURERS.
NELSON B. SIMON, HORACE ANDERSON, DAVID BLANK, HAROLD W. HOYT, RANDALL SALISBURY, FREDERICK P. CONDIT, FRED H. FREEMAN, ASS'T SECRETARIES.


176 BROADWAY, MANHATTAN.
175 REMSEN ST., 196 MONTAGUE ST., BROOKLYN.
350 FULTON ST., JAMAICA.
67 JACKSON AVE., LONG ISLAND CITY.

TITLE DEPARTMENT BRANCHES:
137 WEST 125TH STREET, HARLEM.
370 E. 149TH ST. (NEAR 3D AVE.) BRONX.
90 BAY ST., ST. GEORGE, S. I.

August 15th, 1918

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City.

Dear Sir:-

Will you kindly let the bearer Mr. S. C. Hopkins, one of my assistants, examine the reports which you sent us with your books. Mr. Rickaby has instructed me to obtain for him a copy of the income tax return of the D. W. G. Corporation and also Mr. Griffith's personal return. Will you be kind enough to let him have your copies so that he can make a transcript of them, in order to comply with Mr. Rickaby's instructions.

Yours very truly,

Comptroller.

F.E.M./M.E.R.

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | X |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

War Picture

August 16 1918

D W GRIFFITH HOTEL ALEXANDRIA
LOS ANGELES CALIFORNIA

WILL CABLE JURY IN YOUR NAME TO PAY BURLOCK COST PRINTS ALSO SHARE CANADIAN AND AUSTRALIAN RECEIPTS STOP PARAMOUNT RECEIVED ADVICES LONDON OFFICE BURLOCK SHOWING HEARTS PARIS NEXT TUESDAY TO TRADE HAVE HEARD NOTHING FROM BURLOCK REGARDING THIS HE SHOULD HAVE WAITED FOR AMERICAN PRINT WILL YOU CABLE HIM TO EXPLAIN TO FRENCH TRADE ABOUT AMERICAN VERSION STOP EPPING ON ACCOUNTS HEARTS HOPE TO HAVE SAME STRAIGHTENED OUT WEEK OR TWO LESSERS PAYMENTS NOT ALL RECEIVED HERE AS YET STOP FLYNN WILL WRITE FULLY ABOUT GREAT LOVE ADVERTISING EDEL STATES NO PROGRAM PICTURE SHOULD BE LONGER THAN ONE HOUR AS IT DISRUPTS EXHIBITORS SCHEDULE HOWEVER GREAT LOVE DOING SPLENDIDLY CONSIDERING WEATHER EVENINGS CAPACITY AFTERNOONS A BIT OFF WEATHER STILL HOT

BANZHAF

2 Rector Street N Y C

THE CORPORATION TRUST COMPANY SYSTEM
ORGANIZED 1892.
15 EXCHANGE PLACE, JERSEY CITY, N.J.
CHICAGO PHILADELPHIA PORTLAND
ST. LOUIS WILMINGTON
WASHINGTON PITTSBURGH
CORPORATION REGISTRATION COMPANY
511 EXCHANGE BUILDING, BOSTON

AFFILIATED WITH
THE CORPORATION TRUST COMPANY
37 WALL STREET, NEW YORK CITY.

THE COMPANY FOR LAWYERS.

OFFICERS:
KENNETH K. McLAREN, PRESIDENT.
GEORGE R. SHELDON, VICE-PRESIDENT.
RAYMOND NEWMAN, GENERAL MANAGER.
HORACE S. GOULD, SECRETARY.
B. STAFFORD MANTZ, TREASURER.
JOHN R. TURNER, ASSISTANT SECRETARY.
ERNEST J. KING, ASSISTANT AUDITOR.

# The Corporation Trust Company

INCORPORATED UNDER THE TRUST COMPANY LAW OF THE STATE OF NEW JERSEY.

REPLY TO 15 EXCHANGE PLACE, JERSEY CITY.

August 17th,, 1918.

RE: D. W. G. CORPORATION.

Albert H. T. Banzhaf, Esq.
2 Rector St.,
New York City.

Dear Sir:

In order that you may be properly advised regarding the time for filing the annual reports of officers and directors of the above Company in this State, it is necessary that we be given the date of the annual meeting of stockholders of the Company.

According to our records, this information has not been given to us, and we would ask that you kindly advise us regarding the aforesaid date at the earliest possible moment.

Yours truly,
THE CORPORATION TRUST COMPANY.
Assistant Secretary.

JRT/AM

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

D W GRIFFITH  HOTEL ANLEXANDRIA

LOS ANGELES  CALIFORNIA

FEDERAL PICTURE AUTHORITIES WISH PRINT OF HEARTS OF WORLD TO EXHIBIT IN MEXICO  THEY TO ACCOUNT FOR PROFITS  THIS IN PURSUENCE TO GENERAL POLICY GOVERNMENT IN SOME NEWTRAL COUNTRIES ZUKOR BELIEVES YOU SHOULD COMPLY WITH REQUEST AND SEND ONE PRINT WITH FLASH TITLES HERE FOR THIS PURPOSE  SPANISH TITLES CAN BE MADE HERE  ON ACCOUNT OF WAR POLICY HAVE PRACTICALLY STATED THAT YOU WOULD CONSENT  PRESENT CONDITIONS IN MEXICO NO MONEY TO BE MADE THERE ANYHOW AND POLICY IS TO FAVOR GOVERNMENT

BANZHAF

POSTAL TELEGRAPH-CABLE COMPANY

# NIGHT LETTERGRAM

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED) TRANSMITS AND DELIVERS THIS NIGHT LETTERGRAM SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK.

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

DELIVERY No. 1556

INDEPENDENT COMPETITIVE PROGRESSIVE

4—669

48GS XH 48 N L

640AM

HY LOSANGELES CALIF AUG 21 18.

A H T BANZHAF

TWO RECTOR ST NEWYORK.

OF COURSE LET THE GOVERNMENT HAVE PICTURE FOR MEXICO STOP REGARDING GREYS ANSWER IT IS GOOD IDEA TO KEEP A DIFFERNCE BETWEEN THE PROGRAM AND BIG PICTURES STOP THERE IS NO DOUBT MORE MONEY IN SPECIAL PICTURES THE ONLY THING IS THAT THEY HAVE NEVER BEEN HANDLED RIGHT.

D W GRIFFITH.

Hearts W

POSTAL TELEGRAPH-CABLE COMPANY

# NIGHT LETTERGRAM

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED) TRANSMITS AND DELIVERS THIS NIGHT LETTERGRAM SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK.

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

DELIVERY No. 1539

INDEPENDENT COMPETITIVE PROGRESSIVE

4—669

Hearts W

64GSTV 32 NL.

HY LOSANGELES CALIF AUG 23 18

A H T. BANZHAFT
2 RECTOR ST., NY C

IF WE SHIP AMERICAN VERSION TO FRANCE WOULD YOU ADVISE TRANSLATING TITLES HERE WOULD REQUIRE TWO WEEKS TIME TO TRANSLATE AND INSERT IN PICTURE WHAT ABOUT THE ACCOUNT FOR HEARTS OF WORLD.

D. W. GRIFFITH.

Ratesbone suggests French titles be made in Paris as they would understand conditions better shall we send American copy from here as cut by Guy Bamford

by Phone Aug 24 18 GB.

August 24th, 1918.

Received of Albert L. Grey for D. W. Griffith

$1,000 in payment in full to date

Sient Geo. A. Siegmann

(Signed)

Paid by
DWG Corp check
No. 142
Aug 23/18

Savoy Hotel,
Strand,
London, W. C.

27th August, 1918

To: S. W. Smith Esq.,
8, New Compton Street,
Charing Cross, S. W.

Dear Sir:-

Re "HEARTS OF THE WORLD.

Contract dated 29th July, 1918, Canadian Rights War Office Cinemetograph Committee, youself and Famous Players Film Service Ltd.

On behalf of Mr. D. W. Griffith, I agree to supply The Famous Players Film Service, Ltd., with additional copies of the above film, subsequent to the period of two years limited by Clause 4, and during the remainder of the term of the above Agreement, and subject to the terms and conditions thereof, save that Famous Players Film Service shall pay the actual cost of such additional copies, and the price thereof shall not be limited to 2-1/2d per foot.

Yours faithfully,

(Signed) W. E. Burlock.

August 27th, 1918.

Mr. Sol. L. Lesser,
191 Golden Gate Ave.,
San Francisco, Cal.

Dear Mr. Lesser:-

For some reason or other it seems next to impossible to get raw film from our New York Office, and for this reason we have been obliged to disappoint several who wanted to purchase copies of "Hearts of the World". - Two months ago, when our factory was idle, we asked for film, and the New York office thought it over for several weeks, and decided that we then had enough copies on hand. However, we are advised that there is now a supply en route which we should have received to-day or yesterday.

Our work is in such shape that we can immediately proceed to print up additional copies, so that in two weeks from now, we should have a supply in stock. In this connection we wish you would be so kind as to give us an idea of how many copies you will require for the coming season in addition to those you have already purchased and ordered.

I am sorry to have to again call your attention to our bill of July 11th, amounting to 3223.32, covering the equipment and supplies, including two copies of "Hearts of the World" that you took over from the company that was organized here in Los Angeles. The charge was a month or so old at the time we rendered the bill, and now six weeks more have elapsed. For this reason I advised you in my wire to-day that we would expect settlement of this invoice before shipping any more copies of the picture. We dislike to do this very much, but so far all we have had from you have been promises - nothing of the color of coin. I feel quite sure that if the situation were reversed you would do the same.

With best regards,

Yours very truly,

E.C.B.:D.

MANAGER:

ROBERTSON COLE COMPANY

Film Department

1600 Broadway

Aug. 27, 1918.

Wark Producing Corporation
Longacre Building
42nd Street & Broadway,
New York City.

Attention Mr. McCarthy

Gentlemen:-

Enclosed herewith please find duly executed contract for "Intolerance" for Holland together with our check for $5,000. making up the total of $6,000. the consideration named in the contract. Will you be good enough to execute one copy of this contract and return it to us immediately and at the same time will you be good enough to write your authorization in accordance with paragraph #10 thereof, for us to assign the rights of operation to the London General Film News and Book Agency, 151 Post Bus, Rotterdam, as these are the people who will exploit the film for us in Holland, and we learned by cable that it is necessary that the right of operation be assigned to them by us.

We enclose herewith our check for $2,000. in payment of the rights to "Intolerance" for Egypt. This contract we have sent downtown for signature and will deliver it to you during the day on Wednesday. We thank you for your courteour treatment and beg to remain,

Very truly yours,

Robertson-Cole Company

W.H. Seely.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM
LIBRARY

Holland
74

COPY OF CONTRACT

BETWEEN

WARK PRODUCING CORPORATION

and

ROBERTSON-COLE COMPANY

A N A G R E E M E N T made this 27th day of August Nineteen hundred and eighteen B E T W E E N THE WARK PRODUCING CORPORATION organized under the laws of the State of New York, hereinafter termed the Lessor, party of the first part and Harry F. Robertson and Rufus Sidman Cole, trading and transacting business under the firm and style name of Robertson-Cole Company, as copartners, hereinafter termed the Lessees parties of the second part.

W H E R E A S the Lessor is the owner of a certain motion picture photo play called "Intolerance" AND WHEREAS the Lessor has agreed to grant to the Lessees the sole and exclusive rights to use and exhibit such motion picture film in the Kingdom of Holland.

NOW IT IS HEREBY AGREED as follows:-

1. THE Lessor hereby grants to the Lessees the ~~sole~~ sole and exclusive right to use and exploit the said motion picture film for a period of five years from the date hereof, throughout the aforesaid territory upon the term and conditions hereinafter provided, but only in a dignified manner commensurate with the artistic qualities of the production as prepared by the Lessor and with appropriate musical accompaniment.

2. CONSIDERATION for this agreement shall be the sum of Six thousand dollars, $6,000. payable in cash, on the signing of this agreement receipt whereof is hereby acknowledged by the Lessor, which said sums the Lessee hereby agrees to pay to the Lessor therefore. In consideration of ~~xxx~~ such payments the Lessees shall have the exclusive right of exhibition of said motion picture play in the aforesaid territory for the period of ~~five years~~ 6 years from the date hereof.

Letter Mr 18/18 making 6 yrs instead 5.

3. THE Lessor agreesas long as the negative is

in existance to furnish to the Lessees a reasonable number of prints or parts of prints of said production during the life of the contract at the rate of Eight cents per linear foot plus any tax which may hereafter be imposed on the sale or manufacture of said prints by the Federal or State Authorities of the United States of America, F.O.B. New York City, without titles. At no time, however, shall Lessees have more than four prints in their possession.

4. AT the expiration or termination of this agreement the Lessees will at once return the said films to the Lessor and if lost or destroyed, Lessees shall supply affidavits covering the cause of its loss or destruction.

5. ALL newspaper advertisements and posters issued by the Hirers in connection with said film and all exhibition of said film shall contain the name of D.W. GRIFFITH as Producer thereof and said name is to be printed as prominently as the largest type in such advertisement, poster or film.

6. THE Lessees shall not act or hold themselves out as the Agents of the Lessor and nothing herein contained shall be construed to constitute a partnership between the parties hereto.

7. THE Lessor shall not be responsible for any accident loss or damage in any place hall or theatre where the said production takes place and neither of the parties shall be liable in damage to the other in the event of such hall or theatre being closed or the production of the said film being prevented in consequence of fire, accident, strikes epidemic, any order of the Public or Competent Authorities of said government, National mourning, tempest aircraft (hostile or otherwise) shots shells bombs or missiles from

or used against aircraft warlike operations acts of the Public enemies explosion flood or calamity of any kind or other inevitable accident.

8. THIS Agreement does not assign to or confer upon the Lessees any performing or producing rights or interests in the copyright of the said motion picture photo play, except the limited right of production and exhibition for period herein mentioned. The Lessor warrants that it has good title to grant the within lease for the aforesaid territory and agrees not to produce or to grant licenses to others for the production of said motion picture film within any part of the aforesaid territory during the said period.

9. THE Lessees undertake that they will not allow or cause to be made any duplicate copies of said film or any part thereof nor allow or suffer the said film or any copies thereof (unless directly purchased from the Lessor pursuant to the terms and at the rate mentioned in this contract) to be shown in any district or territory whatever except as mentioned in this agreement. And the Lessees will use every effort and at their own expence to enjoin and restrain the use of any copy of said production or parts thereof in the aforesaid territory not authorized by the Lessees to be exhibited therein and in the event of any breach of this clause the Lessees undertake at their cost to forthwith commence and prosecute such criminal or other proceedings as the Lessor may require to deal with any such breach and further the Lessees agree that if it should be proved to the satisfaction of the Lessor that any such breach was occasioned by or connived at personally by the Lessees their agents or

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

employees then in such event the License hereby granted shall ipso facto determine without prejudice to the right of the Lessor to damage for any breach in this agreement.

10. THIS Agreement shall not be assigned by the Lessees without the prior written consent of the Lessor.

11. THIS Agreement is to be construed and take effect as a contract made in the State of New York, United States of America and in accordance with the Laws of said State and the Federal laws of said Country and the parties hereto hereby submit to the jurisdiction of the Supreme Court of the State of New York or to the Federal Court of the United States of America in addition to any right they or either of them may have under the laws of the Government of the territory herein before mentioned.

12. IN the event of any breach by the Lessees of any of the terms or conditions of this agreement or in the event of any monies payable under it by the Lessees being in arrears for ten days then this agreement shall cease and determine and all the sums already paid by the Lessees shall forthwith be forfeited by the Lessees to the Lessor without prejudice to any claim the Lessor may have by way of damage against the Lessees and any film or films in the possession of the Lessees or its Agents ~~xxxx~~ shall at once be returned to the Lessor.

IN WITNESS WHEREOF the party of the first part has caused these presents to be signed by their duly authorized officer and thier corporate seal to be hereto affixed, and the parties of the second part have signed, by Rufus Sidman Cole, for the copartners on behalf of himself

and his attorney in fact for Harry F. Robertson and has hereunto affixed his seal the day and year as above written

WARK PRODUCING CORPORATION
By ALBERT H.T. BANZHAF, Pres.

Robertson-Cole Company,

(Signed) R.S. Cole.

Witness:

(Signed) W.H. Seely

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Wade
Horace
Bowker

To the WARK PRODUCING CORPORATION
New York City.

With reference to contract entered into with us under date of August 29, 1918, covering the Motion Picture rights for the Picture "INTOLERANCE", for the Kingdom of Holland, I, RUFUS S. COLE, do hereby certify and affirm that in view of the partnership existing between HARRY F. ROBERTSON and RUFUS S. COLE and power of attorney conferred on RUFUS S. COLE by HARRY F. ROBERTSON, I am duly authorized to sign the partnership name ROBERTSON-COLE COMPANY in connection with this contract.

Rufus S. Cole.

WITNESS:

L. Thompson

Signed and sworn to before me this
6th day of September, 1918.

J. Rickard
Notary Public
New York County No. 305
New York County Register No. 9261
Term expires March 31st, 1919.

G. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

For the sum of One ($1.00) Dollar and other valuable considerations, we hereby assign to MESSRS. GRAHAMS & COMPANY, London, England, all of the rights and privileges of the contract entered into between THE WARK PRODUCING CORPORATION and ROBERTSON COLE COMPANY covering the motion picture "INTOLERANCE" for the territory of Holland, as per Agreement entered into under date of August 29th, 1918.

ROBERTSON COLE COMPANY

R.S. COLE

WITNESS:

D. Thompson

Signed and sworn to before me
this 4th day of September 1918.

J.H. RICKARD
Notary Public
New York County No. 305
New York County Register No. 9261
Term expires March 31st, 1919.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

#67C

AGREEMENT made this 28th day of August, 1918, between THE WARK PRODUCING CORPORATION, organized under the laws of the State of New York, hereinafter termed the Lessor, party of the first part, and MASTERS PRODUCTIONS, LTD., a British corporation, hereinafter termed the Lessee, party of the second part,

WITNESSETH:

WHEREAS, The Lessor is the owner of a certain motion picture photo play called "INTOLERANCE", and

WHEREAS, the Lessor has agreed to grant to the Lessee the sole and exclusive rights to use and exhibit such motion picture film in the Protectorate of Egypt,

NOW, THEREFORE, it is hereby agreed as follows:

1. The Lessor hereby grants to the Lessee the sole and exclusive right to use and exploit the said motion picture film for a period of five years from the date hereof, throughout the aforesaid territory, upon the terms and conditions hereinafter provided, but only in a dignified manner commensurate with the artistic qualities of the production as prepared by the Lessor, and with appropriate musical accompaniment.

2. CONSIDERATION for this agreement shall be the sum of Twenty-three Hundred Fifty ($2350.00) Dollars, payable in cash on the signing of this agreement, receipt whereof is hereby acknowledged by the Lessor, which said sum the Lessee agrees to pay to the Lessor therefor. In consideration of such payment the Lessee shall have the exclusive right of exhibition of said motion picture play in the aforesaid territory for the period of five years from the date hereof.

3. The Lessor agrees as long as the negative is in existence to furnish to the Lessee a reasonable number of prints or parts of prints of said production during the life of this con-

tract at the rate of eight cents per lineal foot plus any tax which may hereafter be imposed on the sale or manufacture of said prints by the Federal or State authorities of the United States of America, F.O.B. New York City, without titles. At no time, however, shall the Lessee have more than four prints in its possession.

4. At the expiration or termination of this agreement, the Lessee will at once return the said films to the Lessor, and if lost or destroyed Lessee shall supply affidavits covering the cause of such loss or destruction.

5. All newspaper advertisements and posters issued by the Lessee in connection with said film and all exhibition of said film shall contain the name of D. W. GRIFFITH as Producer thereof, and said name is to be printed as prominently as the largest type in such advertisement, poster or film.

6. The Lessee shall not act or hold itself out as the Agent of the Lessor, and nothing herein contained shall be construed to constitute a partnership between the parties hereto.

7. The Lessor shall not be responsible for any accident, loss, or damage in any place, hall or theatre where the said production takes place, and neither of the parties shall be liable in damage to the other in the event of such hall or theatre being closed or the production of the said film being prevented in consequence of fire, accident, strikes, epidemic, any order of the Public or Competent Authorities of said Government, national mourning, tempest, aircraft (hostile or otherwise) shots, shells, bombs or missiles from or used against aircraft, warlike operations, acts of the Public enemies, explosion, flood or calamity of any kind, or other inevitable accident.

8. This agreement does not assign to or confer upon the Lessee any performing or producing rights or interests in the copyright of the said motion picture photo play, except the limited right of production and exhibition for the period herein

mentioned. The Lessor warrants that it has good title to grant the within lease for the aforesaid territory and agrees not to produce or to grant licenses to others for the production of said motion picture film within any part of the aforesaid territory during the said period.

9. The Lessee undertakes that it will not allow or cause to be made any duplicate copies of said film or any part thereof, nor allow or suffer the said film or any copies thereof (unless directly purchased from the Lessor pursuant to the terms and at the rate mentioned in this contract) to be shown in any district or territory whatever except as mentioned in this agreement. And the Lessee will use every effort and at its own expense to enjoin and restrain the use of any copy of said production or parts thereof in the aforesaid territory not authorized by the Lessee to be exhibited therein, and in the event of any breach of this clause the Lessee undertakes at its own cost to forthwith commence and prosecute such criminal or other proceedings as the Lessor may require to deal with any such breach, and further the Lessee agrees that if it should be proved to the satisfaction of the Lessor that any such breach was occasioned by or connived at personally by the Lessee, its agents or employees, then in such event the license hereby granted shall ipso facto determine without prejudice to the right of the Lessor to damage for any breach of this agreement.

10. This agreement shall not be assigned by the Lessee without the prior written consent of the Lessor.

11. This agreement is to be construed and take effect as a contract made in the State of New York, United States of America, and in accordance with the laws of said State and the Federal laws of said country, and the parties hereto hereby submit to the jurisdiction of the Supreme Court of the State of New York and the Federal Court of the United States of America in addition to any right they or either of them may have under the laws of

the Government of the territory herein before mentioned.

12. In the event of any breach by the Lessee of any of the terms or conditions of this agreement, or in the event of any moneys payable under it by the Lessee being in arrears for ten days, then this agreement shall cease and determine and all the sums already paid by the Lessee to the Lessor shall forthwith be forfeited by the Lessee to the Lessor without prejudice to any claim the Lessor may have by way of damage against the Lessee, and any film or films in the possession of the Lessee or its agents shall at once be returned to the Lessor.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed the day and year first above written.

THE WARK PRODUCING CORPORATION

In Presence of

BY Albert W. Barry Pres.

MASTERS PRODUCTIONS, LTD.

In Presence of

BY Henry L. Sherman Atty-in-fact

Wasta Prod Corp

to

Western Production

Co

---

Agreement

Egypt

August 29th, 1918.

Messrs. Robertson Cole Co.
Film Department,
1600 Broadway,
New York City.

Gentlemen:-

The undersigned hereby consents to the assignment by you of the contract between the undersigned and you under date of 27th day of August, 1918 to the London General Film News and Book Agency of 151 Post Bus, Rotterdam, as per paragraph ten (10) of said agreement, provided however nothing herein contained shall release your copartnership or the individual members of the firm thereof from all the terms and conditions as set forth in said agreement and provided said assignment is made to said Agency subject to all the terms of said agreement.

Yours very truly,

WARK PRODUCING CORPORATION

By
Albert H. Banzhaf
Pres.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

August 29, 1918.

State Tax Department,
Corporation Tax Bureau,
Albany, New York.

Gentlemen:

Enclosed please find statement of the David W. Griffith Corporation for ~~calendar~~ year ending 1917 and statement of the year beginning November 1, 1918. The former is filled as per you request in your favor of April, 17, this corporation having filled the capital stock tax ~~until~~ November last. Beg to state, however, writer is still of the opinionthat it is not a manufacturing corporation in that the corporation owns the rights of some motion picture negatives, some territory which has been leased to various concerns throughout the county but from which no net earnings have been derived as shown on the tax statement.

Very truly yours,

AHTB:G

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

1918

# STATE OF NEW YORK

## TAXATION OF CORPORATE FRANCHISES UNDER ARTICLE 9-a OF THE TAX LAW FOR THE TAX YEAR BEGINNING NOVEMBER 1, 1918

**THIS REPORT IS DUE JULY 1, 1918, or within thirty days after filing report with the United States Treasury Department**

**FILE WITH**

# STATE TAX DEPARTMENT

**ALBANY, N. Y.**

As Treasurer of the David W. Griffith Corporation Company.

I make the following report of such company for the year ending* December 31, 1917, pursuant to Article 9-A of the Tax Law.

(1) Organized Dec., 31, 1913, under the Laws of N.Y. (2) Began business in New York Dec., 31, 1913

(3) Issued capital stock, $ 10,000. (4) Amount of indebtedness at end of year, $
(If organized with shares without par value, insert the amount of paid-in capital.)

(5) NET INCOME FOR THE {FISCAL / CALENDAR} YEAR ENDING† December 31, 1917, as determined by the UNITED STATES TREASURY DEPARTMENT, $ None

Corporations organized under the laws of foreign countries should return their entire net income, $

(6) If the amount reported above is not correct, state the amount claimed to be correct, $

(7) Nature of business and how transacted Owns right of Motion Picture negatives which are not productive at present.

(8) Place, street and number where such business is conducted #2 Rector Street, New York City.

(9) Where will mail reach the company? #2 Rector Street, New York City 1476 B'way

(10) State the city or town, street number and state where this company *maintained* any store, warehouse, factory or other place of business outside the State of New York None

(11) Any corporation taxable hereunder may omit from this report the segregation of assets on this page *only* by signing the following consent

I AM AUTHORIZED by the Board of Directors of this corporation to consent and I do hereby consent that said corporation be taxed upon its entire net income.

Do not sign consent unless taxable by the State of New York on entire income.

Treasurer
(Official title)

TOTAL SEGREGATED ASSETS WHEREVER LOCATED

| | | |
|---|---|---|
| Average monthly value of bills and accounts receivable for — | | |
| (a) Personal property manufactured by it | $ None | |
| (b) Personal property sold by the corporation from merchandise owned by it at the time of acceptance of order but *not* manufactured by it | $ None | |
| (c) Services performed, based on orders received at offices maintained by the corporation, excluding bills and accounts receivable on orders filled from a stock of merchandise or other property maintained by the corporation | $ None | |
| ‡Average monthly value of all real property wherever located (actual value) | $ None | |
| ‡Average monthly value of all its tangible personal property wherever located (actual value) | $ 675.- | NOT TO BE FILLED |
| Total | $ 675.- | $ |
| §Average total *actual* value of shares of stocks of other corporations owned by this corporation | $ None | $ |

ASSETS SEGREGATED TO NEW YORK STATE ONLY

| | | |
|---|---|---|
| Average monthly value of bills and accounts receivable for — | | |
| (a) Personal property manufactured by it within this state | $ None | |
| (b) Personal property sold by it from merchandise owned by it and located in this state at the time of acceptance of the order, but not manufactured by it within this state | $ None | |
| (c) Services performed, based on orders received at offices maintained by the corporation within this state, excluding bills and accounts receivable arising from sales made from a stock of merchandise or other property at a place of business maintained by the corporation within this state | $ None | |
| ‡Average monthly value of its real property within this State as detailed in this report (actual value) | $ None | |
| ‡Average monthly value of its tangible personal property in New York State as detailed in this report (actual value) | $ 675.- | NOT TO BE FILLED |
| Total | $ 675.- | $ |
| §Average total *actual* value of shares of stocks of other corporations owned by it and allocated to this State by rule below | $ None | $ |

* Insert the calendar year ending December 31, 1917, or the fiscal year as reported to the United States treasury department.
† The amount of the annual net income must be identical with that reported to the United States treasury department.
‡ Real property and tangible personal property shall be taken as its actual value where located.
§ The value of share of stock of another corporation owned by a corporation liable hereunder shall for purposes of allocation of assets be apportioned in and out of the State in accordance with the value of the physical property in and out of the State representing such share stock.

NOTE.— If the amount of the annual net income of any corporation taxable under this article as returned to the United States treasury department is changed or corrected by a commissioner of internal revenue or other officer of the United States, such corporation, within ten days after receipt of such notification of change or correction, shall make return under oath or affirmation to the Tax Commission of such changed or corrected net income upon which the tax is required to be paid to the United States.

No. .....

Co.,

Receiving stamp

STATE TAX COMMISSION,

# FORM 3 IT

PENALTY NOTICE

Any corporation which fails to make any report required by this article shall be liable to a penalty of not more than five thousand dollars to be paid to the State to be collected in a civil action, at the instance of the Commission; and any officer of any such corporation who makes a fraudulent return or statement with intent to defeat or evade the payment of the taxes prescribed by this article shall be liable to a penalty of not more than one thousand dollars, to be recovered by the State. (Tax Law, § 216.)

## INSTRUCTION

If the company has no real or tangible personal property in this State it should give the name of the city, town, or incorporated village where its principal financial concerns are transacted within the State in panel 1 at the right and the word " none " should be entered in panel 2.

If the company's entire real and tangible personal property in this State is in one city, or in one town outside a city or incorporated village, the schedules below need not be made, but the name of the city or town, and of the county where located must be entered in panel 3.

Name of city, town or incorporated village

| 1 | 2 |
|---|---|
| | |

City or Town New York 3
New York County.

If the company has real or tangible personal property in an incorporated village (or villages) in this State the name of such village and the town and county where such village is located must be entered below, together with the value of such property.

| Incorporated village of | In the town of | County of | Personal | Real |
|---|---|---|---|---|
| | | | $ | $ |
| | | | | |
| | | | | |

(If more space is needed add a paster)

The values of real and tangible personal property in villages must be distributed to the proper TOWNS in the table below. Do not confuse the political subdivisions " incorporated village " and " town." Names of hamlets or postoffices other than incorporated villages are *not* wanted.

| Schedule of Real and *Tangible* Personal Property in New York State by Cities and Towns | Personal, actual value | Real estate, actual value | Real estate, assessed value |
|---|---|---|---|
| City of ..... County of ..... Street address ..... | $ | $ | $ |
| City of ..... County of ..... Street address ..... | $ | $ | $ |
| City of ..... County of ..... Street address ..... | $ | $ | $ |
| City of ..... County of ..... Street address ..... | $ | $ | $ |
| City of ..... County of ..... Street address ..... | $ | $ | $ |
| City of ..... County of ..... Street address ..... | $ | $ | $ |
| Town of ..... County of ..... | $ | $ | $ |
| Town of ..... County of ..... | | | |
| Town of ..... County of ..... | | | |
| Town of ..... County of ..... | | | |
| Town of ..... County of ..... | | | |
| Town of ..... County of ..... | | | |

(If more space is needed add a paster)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AFFIDAVIT OF PRESIDENT, VICE-PRESIDENT, SECRETARY OR TREASURER

STATE OF NEW YORK,
County of New York } ss.:

On this 29th day of August A. D. 1918, personally appeared before me, a Notary Public in and for the County of New York, Albert H.T. Banzhaf, Treasurer, of the above named company, who, being duly sworn according to law, did depose and say that the foregoing report is just, true and correct and that it includes a true statement of the annual net income of said company for the year.

A. H. B.

Treasurer.
(Official title)

Sworn to before me the day and year aforesaid.

*Notary Public*

**CAUTION.**

**Read all instructions.**

**Fill in supplementary statement on back of return first.**

Form 1112.—UNITED STATES INTERNAL REVENUE.

# CORPORATION UNDISTRIBUTED NET INCOME TAX RETURN.

*Return of net income remaining undistributed six months after close of* { *calendar year 1917* / ~~fiscal year ended - - - - - - - - 19 -~~

(Do not write in this space.)
RECEIVED

LIST.

| Month. | Page. | Line. |
|---|---|---|
| | | |

Audited by

*Name of corporation* David W. Griffith Corporation. *Number*

*Business address* 1472 Broadway, New York City.

*Kind of business* Owns right of Motion Picture negatives which are not productive at present.

| | |
|---|---|
| 1. Amount of total net income of the taxable year (see Item 8, Form 1031, 1090, 1030, or 1030 A) | $ None |
| 2. Amount of excess profits tax assessed for taxable year, if paid out of net income of taxable year | None |
| 3. Amount of income tax assessed for taxable year, if paid out of net income of taxable year (or amount of income tax paid within the taxable year) | None |
| 4. Amount of net income of the taxable year distributed as dividends | None |
| 5. Amount of net income of the taxable year actually invested and employed in the business | None |
| 6. Amount of net income of the taxable year retained for employment in the reasonable requirements of the business | None |
| 7. Amount of net income of the taxable year invested in obligations of the United States issued after September 1, 1917 | None |
| 8. Total deductions from net income of the taxable year (sum of Items 2–7) | None |
| 9. Balance of net income of the taxable year, undistributed, and subject to tax at rate of 10 per cent | None |
| 10. Amount of tax | None |

We, the undersigned, president and treasurer of the above-named company, whose return of undistributed net income is herein set forth, being severally duly sworn, each for himself, deposes and says that the items entered in the foregoing report and in the supplementary statement and in any additional schedules attached to or accompanying this return, are to the best of his knowledge and belief true and correct in each and every particular.

Sworn to and subscribed before me this 29th day of August, 19 18

Seal of officer taking affidavit.

(Official capacity.)

*President.*

*Treasurer.*

## INSTRUCTIONS.

**1. Who is required to make a return.**—Every domestic and foreign corporation, joint stock company or association, or insurance company with a taxable net income which is required to file a return of net income under the Act of September 8, 1916, as amended by the Act of October 3, 1917, is required to file a return of undistributed net income with the collector of internal revenue for the district in which the return of annual net income is filed.

**2. Time of filing return.**—The return of undistributed net income must be filed within 60 days after the expiration of six months from the close of the last taxable year (that is, the calendar year, or fiscal year if different from the calendar year).

**3. Income subject to tax.**—The net income of the last calendar or fiscal year remaining undistributed six months after the end of such year, which is not actually invested in the business, nor retained for employment in the reasonable requirements thereof, nor invested in obligations of the United States issued after September 1, 1917, is subject to a tax at the rate of 10 per cent.

**4. Computation of tax for fiscal year, part of which falls in the calendar year 1916.**—If the fiscal year for which this return is made ended during the calendar year 1917, the tax will be assessed on that portion of the taxable undistributed net income returned for the fiscal year which the period between January 1, 1917, and the end of such fiscal year bears to the whole of such fiscal year.

**5. Application of tax at rate of 15 per cent.**—If any portion of the net income of the taxable year reported to be retained for employment in the reasonable requirements of the business shall not be so employed, a tax of 15 per cent will be collected thereon.

**6. Time of paying tax.**—The amount of tax assessed on the undistributed net income of the taxable year is payable to the collector of internal revenue within 10 days after the day of notice and demand of tax assessed. If the tax is not paid within that time a penalty of 5 per cent of the amount thereof, plus 1 per cent interest per month that the tax remains unpaid, will be imposed.

**7. Other penalties.**—Any corporation, joint stock company or association, or insurance company, refusing or neglecting to file a return within the time prescribed by law, or making a false or fraudulent return, shall be liable to a penalty of not more than $10,000, and an amount equal to 50 per cent of the amount due shall be added to the assessment in case of neglect to file the return within the time prescribed by law, provided that in case of delinquency if the return is voluntarily filed without notice from the collector and it is shown that the delay in filing was due to a reasonable cause and not to willful neglect, the amount of 50 per cent will not be added to the assessment. Any officer of any corporation required by law to make, render, sign, or verify any return, who makes any false or fraudulent return or statement with intent to defeat or evade the assessment required to be made, shall be guilty of a misdemeanor and shall be fined not exceeding $2,000 or be imprisoned not exceeding one year, or both, at the discretion of the court, with the costs of prosecution.

2—1513

# SUPPLEMENTARY STATEMENT.

The following information must be furnished, either on this sheet or on attached schedules, by every corporation, joint-stock company, or association. Without such information the return will not be accepted as complete. The items below relate to the correspondingly numbered items on the first page.

### 4. AMOUNT OF NET INCOME OF TAXABLE YEAR DISTRIBUTED AS DIVIDENDS.

| 1<br>Rate of dividend. | 2<br>Date declared. | 3<br>Date paid. | 4<br>Amount paid. | |
|---|---|---|---|---|
| | | | $ | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL | | | | |

### 5. AMOUNT OF NET INCOME OF THE TAXABLE YEAR INVESTED AND EMPLOYED IN THE BUSINESS.

| 1<br>Describe kind of employment, or assets acquired, or liabilities extinguished. | 2<br>Date. | 3<br>Accounts to which undivided profits were appropriated and from which expenses for items described under (1) were defrayed. | 4<br>Amount. | |
|---|---|---|---|---|
| | | | $ | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL | | | | |

### 6. AMOUNT OF NET INCOME OF TAXABLE YEAR RETAINED FOR EMPLOYMENT IN THE REASONABLE REQUIREMENTS OF THE BUSINESS.

| 1<br>Description of employment, or assets to be acquired, or liabilities to be extinguished. | 2<br>Date, if determinable. | 3<br>Accounts to which undivided profits were appropriated and from which expenses for items described under (1) will be defrayed. | 4<br>Amount. | |
|---|---|---|---|---|
| | | | $ | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL | | | | |

### 7. AMOUNT OF NET INCOME OF TAXABLE YEAR INVESTED IN OBLIGATIONS OF THE UNITED STATES ISSUED SINCE SEPTEMBER 1, 1917.

| 1<br>Kind of obligation. | 2<br>Date acquired. | 3<br>Amount acquired. | | 4<br>Amount on hand six months after close of taxable year. | |
|---|---|---|---|---|---|
| | | | | $ | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL | | | | | |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

DIRECCIÓN TELEGRÁFICA
"SAEMAI"
CODES: A. B. C. 5TH. ED.

UNIÓN TELEFÓNICA
4042 AVENIDA

# SÁENZ & MAI

REPRESENTANTES ÚNICAMENTE DE PELÍCULAS EXTRAORDINARIAS

OFICINAS: AVENIDA PTE. ROCA 531 (DIAGONAL SUD)

BUENOS AIRES

29th of August 1918.

"GOLDWYN PICTURES"

UNA HIJA DE LOS DIOSES

MIS CUATRO AÑOS EN ALEMANIA

EMBAJADOR GERARD

EXCLUSIVIDAD

J.J.Macarthy Esq.

NEW YORK.

Dear Sir,

I have much pleasure in introducing to your acquaintance the bearer of these lines Mr.Ernesto J.Mai one of the partners in the firm Sáenz & Mai of this place,buyers of"Intolerance",who is going to New-York,for the purpose of making ultimate arrangements for the delivery of the above mentionned production and forming fresh connections for their house.

I shall be happy indeed,should this introduction lead to some new business between you because I am well convinced that you would find Messrs.Sáenz & Mai deserving of every confidence.Should you arrange to put into their hands all Mr.D.W.Griffith's productions including the Griffith-Artcraft ones I am sure this would be an ideal combination for all concerned parts.

I also take the liberty of soliciting your interest in favour of Mr.Mai as well as your friendly attentions to that Gentleman personally and shall feel happy whenever similar courtesies on my part will offer me an opportunity of proving how sensible I am of your favours,and what high value I attach to your kindness.

I am,Dear Sir,your most obedient servant,

A. Sáenz

#67A

Exp. Aug 28 1920

Aug 1918

STATE OF NEW YORK :
COUNTY OF NEW YORK : SS.:

HENRY L. SHERMAN, being duly sworn, says:

I executed the agreement dated August 28, 1918 between WARK PRODUCING CORPORATION, as lessor, and MASTER PRODUCTIONS LTD., as lessee, on behalf of Master Productions Ltd. by virtue of authority given to me by cable, and by the same authority have paid to Wark Producing Corporation the sum of Two thousand three hundred and fifty dollars, mentioned in said agreement.

Sworn to before me this :
30th day of August, 1918 :

Henry L. Sherman

D. Wagel

NOTARY PUBLIC, KINGS CO. No. 45, REG. No. 139
CERTIFICATE N. Y. CO. No. 70, REG. No. 10097
CERTIFICATE BRONX CO. No. 6, REG. No. 216
COMMISSION EXPIRES MARCH 30TH, 1920

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

(Sept. 1st 1918)
August 31st 1918.

D. W. G. CORPORATION,

-TO-

ALBERT H. T. BANZHAF, DR.

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

To Professional services for month of August-----$150.

Received Payment
SEP 4 1918
Albert H. T. Banzhaf
Ck No. 143

PHONE HOME 59164
HOLLYWOOD 3381

Los Angeles, Cal., Sept 1 1918

M. D. W. Griffith Studio
(Work Mr. Tyler)

To **P. A. McCOOL** Dr.

# Plumber

**1654 N. Vermont Avenue**
Corner Prospect

| | |
|---|---|
| As per attached Bills | 205 50 |
| " " " " | 33 45 |
| " " " " | 5 45 |
| " " " " | 14 55 |
| " " " " | 4 10 |
| " " " " | 45 |
| " " " " | 45 15 |
| " " " " | 1 90 |
| | $312.75 |

Statement

Ext. O. K.
Dept. O. K.
Picture
S. O.
Check

Paid by ck # 1903 10/7

Voucher # 3864 & 3871

NEW YORK
SAN FRANCISCO

LONDON
SYDNEY

CALCUTTA
BOMBAY

SINGAPORE
RANGOON

#67B

# ROBERTSON-COLE COMPANY

SINGER BUILDING
NEW YORK

Cable Address
PHILETUS NEW YORK
Codes Used
ABC-FIFTH EDITION
WESTERN UNION
BENTLEY'S

FILM DEPARTMENT
1600 BROADWAY

TELEPHONE
CORTLANDT 5744
BRYANT 4968

September 2nd, 1918.

Wark Producing Corporation,
Longacre Bldg.,
42nd St & Broadway,
New York City.

Attention Mr. McCarthy

Gentlemen:

Enclosed herewith please find notarial acknowledgement signed by Henry L. Sherman, Atty-in-Fact for Master Productions, Ltd, the leasees in your contract for " Intolerance" for Egypt. This copy is the one you asked me for to attach to your copy of the contract, heretofore, delivered to you.

I shall also send you within a day or two the notarial acknowledgement of Mr. Cole, who signed the contract for " Intolerance " for Holland.

Yours very truly,

ROBERTSON-COLE CO.

BY

WHS/AES

Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

# TELEGRAM

DELIVERY NO. 8

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

*This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram).* Form 16

Y41CHRU42 NL BACK DATE 928P

1420

HS.LOSANGESLES CAL.SEP 4 18

AHTABANSHAF,

TWO RECTOR ST NEWYORK

VARIETY BILLING US FOR PAGE AD PUBLISHED DECEMBER TWENTY EIGHTH LAST YEAR TWELVE THOUSAND EIGHT HUNDRED TWENTY THREE LATEST ADVICE FROM THEM IS YOU PLACED AD IS THIS BILL CORRECT AND IF SO SHOULD WE PAY HERE OR SHOULD NEWYORK OFFICE HANDLE

E.C.BIDWELL.

20 BROAD STREET NEW YORK SEP 18 1899

Wee

125.
3.23
128.23

Cuts

WAR OFFICE CINEMATOGRAPH COMMITTEE

15, Tudor Street,
London, E. C. 4.

September 4th, 1918

S. W. Smith, Esq.,
8 New Compton St.
Charing Cross.

Dear Sir:-

RE "HEARTS OF THE WORLD". SALE OF CANADIAN RIGHTS.

Enclosed herewith is letter signed by Mr. Burlock undertaking to deliver you additional copies subsequent to the period of two years limited by clause 4 of the Agreement.

Kindly acknowledge receipt.

Yours faithfully,

(Signed) R. D. Scott.
Lieutenant,
Secretary.

WAR OFFICE CINEMATOGRAPH COMMITTEE.

SOL L. LESSER
PRES., GEN. MGR.

PHONE CONNECTIONS
CABLE ADDRESS "FILMS"

# ALL STAR FEATURES DISTRIBUTORS, INC.

San Francisco Los Angeles

PRESENTING
D. W. GRIFFITH'S SPECTACLE
**Hearts of the World**
THE SWEETEST LOVE STORY EVER TOLD

**United States Official War Films**
RELEASED UNDER AND BY AUTHORITY STATE COUNCIL OF DEFENSE FOR CALIFORNIA.

**GAUMONT WEEKLY**
FIRST WITH NEWS
TWO RELEASES EACH WEEK

**VOD-A-VIL**
5-ACTS-ONE-REEL
BIG TIME ACTS
ONE RELEASE EVERY OTHER WEEK

THE UNITED STATES PRESS OPINIONS TAKEN FROM THE "LITERARY DIGEST"
**Timely Topics of the Day**
200 FEET EACH WEEK

**Carmen of the Klondyke**
SEVEN REELS

SELIG'S
**THE STILL ALARM**
THE GREATEST MELODRAMA OF ALL TIMES

8 2-REEL EPISODES
**REX BEACH**
TRAVELOGUES
TAKEN IN CENTRAL AND SOUTH AMERICA AND THE ISLANDS OF THE CARRIBEAN.

DAVID GRAHAM PHILLIP'S GREATEST STORY
**THE GRAIN OF DUST**
SEVEN REELS

FLORENCE REED
**The Struggle Everlasting**
SIX REELS

ROBT. WARWICK
**The Accidental Honeymoon**
FIVE REELS

MITCHELL LEWIS
**Nine Tenths of the Law**
A NORTH WOODS STORY

191 Golden Gate Avenue
SAN FRANCISCO Sept. 4, 1918.

Mr. E.C. Bidwell,
C/o Griffith Studios,
4500 Sunset Boulevard, Los Angeles.

Dear Mr. Bidwell:

During my absence from this office, Mr. Lesser misplaced a memorandum which he received when he was in Los Angeles covering the moneys due you. I am therefore enclosing a check for $2000, requesting that you kindly accept same on account and send us a statement covering the entire indebtedness, immediately upon receipt of which we will send you a check for the balance.

In the matter of moneys due for the San Diego engagement, Mr. Lesser explained that he would take this up himself with Mr. Abrams, as it was a distinct understanding between them that he was to receive credit for engagements which had been contracted for or which were playing at the time he took over the "Hearts." Mr. Lesser does not expect any difficulty in settling this amicably with Mr. Abrams.

Awaiting your statement, at which time we will immediately send forward balance of remittance, we beg to remain,

Very truly yours,

ALL STAR FEATURES DISTRIBUTORS, Inc.

Per F. Rubenstein

FR/K

HELEN
LOUISE
JOHNSON

234 PADDOCK STREET
WATERTOWN, N.Y.

Sept.4, 1918.

Mr. D. W. Griffith,
4500 Sunset Bldg.,
Los Angeles, Calif.

My dear Mr. Griffith:-

The article sent by your secretary, Mr. Wiener, under date of August 14 was received and will appear in the September issue of the General Federation Magazine. Acknowledgment has been made of this and I wish to thank you very sincerely for it. Copies of the Magazine will be sent you.

I might add that this Motion Picture Forum grew out of a very heated discussion at the Biennial Convention on the question of state censorship. Perhaps enough has been said in the September issue so that I do not need to repeat it. I am disappointed in that there has not been more of an actual discussion of this point from the people who ought to know most about it: that is, the producers distributers and exibitors. I do believe some mutual ground of understanding and procedure must be reached by those who represent industry and the organizations which are honestly striving to assist in promoting a better kind of picture.

This letter is written from my own home, Watertown, New Yprk, a small but very active city of something over 30,000 people. We have munition factories here, and for many years have been a paper center. We now have two fairly good moving picture places. The rest are quite dreadful and the kind of reel which is presented is to say the least frequently vulgar. No kind of audience should see many of the pictures for the influence is not good. I confess it does seem to me quite unnecessary, for I believe that"Mrs. O'Grady"is no more willing to submit her children to the wrong kind of influences than "the Colonel's lady". But I am not ready to state my own self from what sources this thing should be regulated, and I believe it ought to be discussed until we can all learn the best way.

I thank you for your cooperation and assistance. I appreciate your taking the time to send us this word from a man of your wonderful reputation in the moving picture field.

Sincerely yours,

Helen Louise Johnson

Editor General Federation Magazine.

I was telegraphed for from Mt. Vernon Enough to stay. Being a picketer! Meccan than no pass. Hanging my parade.

THE CORPORATION TRUST COMPANY SYSTEM
ORGANIZED 1892.
15 EXCHANGE PLACE, JERSEY CITY, N.J.
CHICAGO PHILADELPHIA PORTLAND
ST. LOUIS WILMINGTON
WASHINGTON PITTSBURGH
CORPORATION REGISTRATION COMPANY
511 EXCHANGE BUILDING, BOSTON

AFFILIATED WITH
THE CORPORATION TRUST COMPANY
37 WALL STREET, NEW YORK CITY.

THE COMPANY FOR LAWYERS.

OFFICERS:
KENNETH K. McLAREN, PRESIDENT
GEORGE R. SHELDON, VICE-PRESIDENT
RAYMOND NEWMAN, GENERAL MANAGER
HORACE S. GOULD, SECRETARY
B. STAFFORD MANTZ, TREASURER
JOHN R. TURNER, ASSISTANT SECRETARY
ERNEST J. KING, ASSISTANT AUDITOR

D. W. G. Corp.

# The Corporation Trust Company

INCORPORATED UNDER THE TRUST COMPANY LAW OF THE STATE OF NEW JERSEY.

REPLY TO 15 EXCHANGE PLACE, JERSEY CITY.

September 5, 1918.

RE: D. W. G. CORPORATION.

Albert H. T. Banzhaf, Esq.,
2 Rector St.,
New York City.

Dear Sir:

We would respectfully advise you that on the 15th instant our services as the above company's statutory representative in Delaware and New Jersey will be discontinued and the State Authorities notified accordingly.

We regret exceedingly the necessity for this action, but inasmuch as our fees for providing this company with representation in the two states, are now approximately a year in arrears, we believe you will appreciate that there is no other course open to us.

Yours very truly,

THE CORPORATION TRUST COMPANY.

Treasurer.

BSM:G

LAW OFFICES OF
SELIGSBERG, LEWIS & STROUSE
55 LIBERTY STREET
NEW YORK CITY

D.W.G. Corp.

WALTER N. SELIGSBERG
CLARENCE M. LEWIS
ALEXANDER L. STROUSE

5th September 1918

Albert H. T. Banzhaf Esq.
2 Rector Street
New York City

Dear Bert: re Epoch

Will you execute the enclosed consent for the Title Guarantee & Trust Company as vice-president of the D.W.G. Corporation, affix the corporate seal, acknowledge the same, and return to me, and I will do the needful with the trust company.

Yours truly

WNS.FL
ENC.
DELIVER

---

ADOLPH MARKS
LAWYER

TEL. MAIN 3860

Hearts W.

SUITE 38 MERCHANTS BUILDING
106 N. LA SALLE STREET
CORNER WASHINGTON

CHICAGO Sept. 5th, 1918.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City, N. Y.

Dear Sir:-

I wrote you some time ago with reference to the amount due for services rendered in the "Hearts of the World" matter and I wish you would kindly see that I receive a check for same at once.

Respectfully yours,

AM/HS

Sept 1914 Hearts of World Contracts

AGREEMENT made and entered into this 5th day of September 1918, by and between FAMOUS PLAYERS-LASKY CORPORATION, a New York corporation, hereinafter referred to as the "Producer," and GILLESPIE BROS. & CO.

FAMOUS PLAYERS-LASKY CORPORATION
NO. 854
G14
10/1/18
LEGAL DEPT.

of 11 Broadway, New York City,

hereinafter referred to as the "Distributor," WITNESSETH:

WHEREAS, the Producer solely controls the right to distribute certain motion picture productions enumerated in paragraph "First" hereof, and

WHEREAS, the Distributor is desirous of obtaining the sole and exclusive right to exhibit and distribute for exhibition, positive prints of some of said productions, as hereinafter specified, throughout the territory of South America, Central America, and West Indies excepting the British possessions therein, hereinafter referred to as the "Territory," upon the terms hereinafter more particularly set forth,

NOW THEREFORE, IN CONSIDERATION of the mutual covenants herein contained, the parties hereto do hereby agree as follows:

FIRST: (a) The Producer shall deliver to the Distributor, and the latter shall take ~~within~~ forthwith, ~~months from the date of execution of this contract~~, on terms hereinafter specified at least six (6) positive prints of a Special motion picture productions known as D. W. Griffith's "HEARTS OF THE WORLD".

~~which Series of productions begins with a motion picture entitled~~

(b) The Producer agrees to deliver to the Distributor, and the latter agrees to take the prints relating to ~~xxxx~~ the motion picture productions above referred to, ~~xxxx

each print delivered to the Distributor, to cover the cost of such prints, payable upon delivery, and in addition thereto, the sum of Twenty five thousand ($25,000) ---------- Dollars as royalty for the use of the prints of such production, payable upon the execution hereof.

FIFTH: The Producer shall furnish to the Distributor, as long as negative is in existence, additional prints, upon payment by the Distributor to the Producer of the sum of eight (8¢) cents per foot for each linear foot of any such additional prints, and a sum equal to all additional charges for transportation, insurance and customs duties; said amounts to be paid upon delivery of such additional print or prints to the Distributor or its Agent. The furnishing of such additional prints shall in no way extend the license to exhibit the production to which the print relates.

SIXTH: In the event that any of the prints delivered to the Distributor shall become lost, stolen or accidently destroyed, the Producer, upon receipt of an affidavit of the Distributor satisfactory to the Producer, setting forth the circumstances of such loss, shall furnish to the Distributor a print in replacement of such lost print, upon the payment by the Distributor of the sum of eight (8¢) cents per foot for each linear foot of such print, and in such case such print shall be delivered in the manner that delivery was made upon the original print, and upon the same terms and conditions as to exhibition and distribution. In such event the print so replacing an original print shall in every way stand in the place of and as a substitute for the original print.

SEVENTH: It is understood and agreed that the price per foot as set forth in Paragraphs "Fourth," "Fifth" and "Sixth" is based upon the present cost of raw positive film, and upon the present tax levied by the United States Government. In the event of the increase of either of these items, or in the event that any State or Municipality in which the said motion picture film is printed, levies a tax upon such motion picture film, the price per foot as set forth in Paragraphs "Fourth," "Fifth" and "Sixth" shall be increased by any such amount of increase of cost per foot, of increase of tax per foot and/or amount of new tax per foot.

EIGHTH: Every print delivered to the Distributor under this agreement is to be returned to the Producer at its option, at the Producer's office in New York City upon the expiration of the license herein contained, provided it has not been lost, stolen or accidently destroyed, in which case the Distributor is hereby required to supply affidavits satisfactory to the Producer covering the cause of its destruction or loss.

NINTH: It is understood and agreed that the titles and subtitles of the prints furnished to the Distributor shall be in the English language, and shall be flash titles only.

TENTH: The Producer shall supply to the Distributor first-class lithographs printed in the English language, relating to the production herein referred to, at seven (7c.) cents per sheet, and other advertising accessories at the usual rates charged for such advertising matter, in such quantities as may be required by the Distributor, provided the Producer has the same in stock, delivery to be made F. O. B. at New York, and payment therefor to be made at the time and place of delivery. The Producer, however, reserves the right to raise the prices for such lithographs and other advertising material, in the event that the price of the manufacture of such advertising material is increased. The Distributor shall use only such advertising matter as is furnished or approved by the Producer.

ELEVENTH: The Distributor agrees and guarantees that it will not permit any of the prints furnished by the Producer to be copied or duplicated or shown outside of the Territory, and shall immediately notify the Producer of any infringement of

copyright of the productions delivered pursuant to this agreement or of any other productions of the Producer.

TWELFTH: The Producer agrees that it will not exhibit the productions delivered to the Distributor hereunder, in said Territory, nor will it cause the same to be exhibited therein, and the Producer will not lease, license, hire, supply, or sell prints of such productions to any person, firm, corporation, or association for use in said Territory, during the term of the license herein granted, nor let, lease, license, hire, market, dispose of, exhibit, or permit others than the Distributor or those deriving their right to exhibit from said Distributor, (so far as the Producer may control such exhibition by others) to exhibit such productions.

THIRTEENTH: The Producer hereby gives and grants to the Distributor the right to enjoin any showing of the productions accepted by the Distributor under this contract by any party not authorized so to exhibit it in the said Territory, and to sue for damages therefor; but any such action shall be taken at the expense of the Distributor, and the Producer shall in no way be liable for the acts of the Distributor in relation thereto.

FOURTEENTH: In the event that the Distributor makes default

(a) in paying to the Producer any of the sums herein agreed to be paid;

(b) in exhibiting prints of the Producer outside of the Territory;

(c) in assigning its interest in this agreement, except as herein provided for, by either voluntary or involuntary act, or should the Distributor file a petition in bankruptcy, or be adjudged a bankrupt;

Then on the happening of any of one or more of these defaults the Producer may at its option terminate this agreement by giving ten days' notice to the Distributor declaring its intention so to do, and may then seize and take wherever found, any or all prints theretofore furnished by the Producer to the Distributor, and the Producer may also enjoin in any court or courts having jurisdiction, the use of all prints furnished by the Producer to the Distributor hereunder.

FIFTEENTH: The rights and remedies hereinbefore last given to the Producer are in addition to and not in lieu of or in limitation or in derogation of the rights and remedies in this agreement otherwise granted or by law created and vested in the Producer, and any waiver by the Producer of any breach by the Distributor, whether such waiver be direct or implied, shall not be construed to be a continuing waiver or a waiver of or consent to any subsequent breach on the part of the Distributor.

SIXTEENTH: The prints of the motion picture productions delivered hereunder shall not be cut, unless censored, and shall be run with all titles, sub-titles, if any, leaders and trailers as delivered to the Distributor.

SEVENTEENTH: In the event of the passage and enforcement of any law prohibiting the importation into the said Territory of films manufactured in the United States, or the passage in the United States of any law prohibiting the exportation into said Territory from the United States, of motion picture film, this contract may by either party hereto be abrogated, cancelled, and annulled as to future deliveries as of the date of the enforcement of said law, but the Distributor shall be entitled to distribute all motion pictures delivered prior to such date of abrogation or cancellation, upon the terms and conditions relating thereto, herein contained, as if this contract had not been abrogated, cancelled or annulled.

EIGHTEENTH: The Distributor agrees to deposit the sum of

Dollars,

which said sum shall be held by the Producer as a guarantee for the faithful performance of this contract, and the Producer hereunder shall have the right to deduct from said deposit any sums due and owing to said Producer by the Distributor at any time;

and the Distributor agrees, in the event of such deduction, to deposit a further sum with the Producer equivalent to the sum so deducted. Upon the failure of the Distributor, in the event of such deduction, to deposit a further sum necessary to make whole the original deposit, within ten days after notice, by letter within the Continent of North America, and by cable without the same, the Producer may at its option terminate this agreement, and shall be entitled to all the rights and remedies set forth in Paragraph "Fourteenth" of this agreement. Upon faithful performance of this contract by the Distributor, said sum of Dollars shall be returned to it two (2) years after the delivery date of the last film delivered under this agreement.

NINETEENTH: It is understood and agreed that the Distributor is not the representative of the Producer in any manner whatever, and the Distributor agrees that it will not so hold out, either by advertising or otherwise, to the public or to any person whomsoever, and that the Producer shall not be liable for or bound by any representation, act or omission whatever of the Distributor.

It is further expressly understood and agreed that this agreement in no wise constitutes a partnership between the parties hereto; this agreement is declared to be personal in respect to each of the parties, and it is agreed that the Distributor shall not be permitted to assign this agreement without the written consent of all the other parties hereto.

TWENTIETH: This contract being signed and entered into in New York, it is agreed that the law to be applied to any matters arising hereunder shall be that of the State of New York and of the United States of America.

TWENTY-FIRST: Neither party hereto shall be liable for any delays occasioned by Act of God or War.

TWENTY-SECOND: The covenants herein contained shall bind the parties hereto, their legal representatives, assigns and successors.

TWENTY-THIRD: It is further agreed that the name of D. W. Griffith shall appear as prominently and in as large type as any other printed matter on all prints and all lithographs, posters, and other advertising accessories.

TWENTY-FOURTH: The Distributor shall have no right to copyright or register as trademark the name of D. W. Griffith, in any form whatsoever.

IN WITNESS WHEREOF the parties hereto have duly executed these presents the day and year first above written.

FAMOUS PLAYERS-LASKY CORPORATION

By Emil E. Shauer Asst Treas

Per Pro Gillespie Bros. Inc. (L.S.)

J. P. Cleansky E. P. Newdorf

Attorneys-in-fact.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

FAMOUS PLAYERS - LASKY CORPORATION

485 FIFTH AVENUE MURRAY HILL 8500 CABLE ADDRESS FAMFILM NEW YORK CITY

LEGAL DEPARTMENT
ELER JOHN LUDVIGH
ARTHUR S. FRIEND
HAROLD MINOT PITMAN
RALPH A. KOHN
COUNSEL

September
Sixth
1918.

A. H. T. Banshaf, Esq.,
2 Rector Street,
New York City.

Dear Sir:-

Enclosed you will find conformed copies of contracts with D. W. Griffith for the exploitation and distribution of "HEARTS OF THE WORLD" in the following territories:

New England
Michigan
Indiana & Kentucky
Southern States
Western States.

Very truly yours,

Harold Minot Pitman

Counsel.

ADG.
encs.5

Miss Turner

Griffith Ranch -

San Fernando, Cal,

Sept. 6th, 1918.

Mr. D.W. Griffith,
Hotel Alexandria,
Los Angeles, Cal.

Dear Mr. Griffith:-

I do not want to be insistent or worry you about business, but I consider it my duty to call your attention to certain conditions at Los Angeles Harbor that may have escaped your observation.

I presume you feel it your duty, the same as all of us, to contribute to the various Liberty Loans, which of course, are essential to carry on our conflict with Germany, but it is equally essential to house our shipbuilders, and considered JUST AS PATRIOTIC, and constantly urged by the United States Government.

It may not be news to you that practically all new building operations in Los Angeles have been shopped by orders from the Government: even dwellings are no more considered essential, EXCEPT AT THE HARBOR: what influence this order will have on rent and housing conditions can easily be foreseen.

The ever increasing curtailment of manufactured building materials, such as brick, cement, etc., (for the sake of fuel conservation) that go to make for substantial and permanent structures, evidently is going to bring us to a point where permanent buildings will be out of the question altogether, both from scarcity of material, as well as cost.

In connection with the foregoing, I would call your attention to the fact that every thirty days' delay will cost just about $3,000., in loss of revenue and constantly increasing cost of materials and labor.

The nearer we get to the next Liberty Loan drive, the harder it will be to borrow money, if you should so desire.

By starting now, we could have the building ready by the first of next year, and before inclement weather sets in, the scramble for housing at the Harbor will be even worse then than it is now.

Judging by your remark at our last conference, it evidently is not quite clear to you that an investment of this nature is materially different from financing pictures, - the first carries an income for life, while the latter has to be repeated over and over, or, in other words, building is an investment, while pictures are merchandising.

Should you decide to improve, perhaps it would be advisable to obtain options on a few pieces of property in the vicinity, as an improvement of the nature we are contemplating is bound to stiffen prices.

Aside from the pride of erecting creditable and permanent structures, which is inherest in all architects, my compensation would be small, as outlined to Mr. Bidwell, with whom I have gone into every detail.

Mr. Bidwell and myself have outlined a tentative plan whereby you would save the customary general contractors' 10% profit, (about $6,500.00), and still eliminate all of the owner's risk.

From the foregoing you will realize the advisability of an early decision, and I will add that you should improve BOTH of the San Pedro properties NOW.

Trusting you will accept this in the spirit in which it is meant,

I am, as ever,

Respectfully yours,

Alexander

CS:D-

September 6th, 1918.

All Star Features Distributors, Inc.,
191 Golden Gate Avenue,
San Francisco, Cal.

Gentlemen:-

This is to acknowledge with thanks receipt of your letter of September 4th., enclosing check for $2,000., on account. You may be sure this is very acceptable.

I note that Mr. Lesser has misplaced the original invoice which I handed him when he was here, and I am therefore enclosing to you our office copy of same. However, to the original invoice I attached two invoices from local concerns which I am unable to supply now: one was from Harper & Reynolds, covering revolver amounting to $17.50, and the other was a bill from the Pacific Amusement Supply Co., for $71. Fortunately I am able to give you the items on this bill, as it is taken from our requisition.

Please advise Mr. Lesser that we are now printing additional copies of "Hearts of the World", and we should be able to send Mr. Davis his copies by the middle of next week.

Trusting this data will answer your purposes, and that we may receive your prompt check in settlement of the balance,

Yours very truly,

MANAGER:

ECB:D:Encls.

ROBERTSON COLE COMPANY

Film Department

1600 Broadway

Sept. 7th, 1918.

Wark Producing Corporation

Longacre Building,

42nd St., New York City.

Gentlemen:-

& Attention Mr. Banzhaf:

Enclosed herewith please find the notarial acknowledgment which you requested, for attachment to your copy of our contract for "Intolerance", for Holland.

We hope that this is in order.

Very truly yours,

ROBERTSON COLE COMPANY

By

W.H. Seely.

P.S. We also enclose duly executed copy of our assignment of the contract to our principals, Messrs. Grahams & Co., in London, England. This is simply a formality and is not an assignment of rights to any other party than our own organization.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Sept. 7th, 1918.

Mr. Fulton Byylawski,
Juniper Bldg.,
Washington, D.C.

Dear Sir:-

We duly received your letter of August 13th., enclosing registration card for "The Great Love", for which we are greatly obliged.

Previously when handling the copyright matter ourselves, we submitted a synopsis of the story with the films themselves, but in this case the synopsis was overlooked, and thinking perhaps you might require one, we are sending a copy herewith.

Yours very truly,

D.W. GRIFFITH STUDIO:

By:

MANAGER:

ECB:D-Encl.

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | X |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Hearts of War Picture

September 9 1918

E C BIDWELL CARE GRIFFITH STUDIO 4500 SUNSET BOULEVARD
LOS ANGELES CALIFORNIA

PAY VARIETY ONE HUNDRED TWENTY EIGHT DOLLARS AND TWENTY THREE CENTS FROM YOUR FUNDS AND CHARGE HEARTS OF WORLD AS THIS WAS PRELIMINARY ADVERTISING FOR THAT PICTURE STOP WHAT ABOUT FILM TAX F FOUR AND PROGRAM PICTURES YOU MUST ADVISE ME IF THIS HAS BEEN ATTENDED TO

BANZHAF

A H T Banzhaf 2 Rector Street N Y C

September 9th 1918.

Mr. Abel C. Thomas,
#2 Rector Street,
New York City.

Dear Mr. Thomas:

I enclose herewith my check to your order for One hundred and Fifty ($150.) Dollars for services rendered by you and Mr. Marks, relative to proposed censorship action re "Hearts of the World" Chicago.

I have taken the liberty of sending a copy of this letter to Mr. Marks in answer to his letter to me of September 5th, wherein he requests that I see that he receives a check at once.

Thanking you for your kind co-operation in this matter, I remain

Very truly yours,

ARTB/D
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Hearts World
Censorship

September 9th 1918.

Mr. Adolph Marks,
106 N. La Salle Street,
Chicago, Ill.

Dear Mr. Marks:

In reply to your favor of the 5th inst., I enclose herewith copy of letter this day mailed to Mr. Thomas, which letter speaks for itself.

I regret the delay in forwarding this check, and I trust you will receive the same in due course.

Thanking you for your courtesy in this matter and co-operation, I remain

Very truly yours,

AHTB/D
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

D.W.G. Corp

September 9th 1918.

Corporation Trust Co.,
15 Exchange Place,
Jersey City, N. J.

In re: D.W.G. Corporation.

Gentlemen:

Enclosed herewith please find check of the D.W.G. Corporation for $50.00 in payment of annual fee maintenance registered office to May 1919 for Delaware. Will you kindly discontinue the office facilities at Jersey City, as the maintenance of an office in said City is not necessary.

Kindly acknowledge receipt of enclosed check, and oblige

Very truly yours,

Enc.
AHTB/D

HARPER & REYNOLDS CO.

$ 17 50 Los Angeles, Cal., Sept 10 - 1918

Received from D. W. Griffith Studio

Seventeen and 50/100 Dollars

Account Invoice 2607 May 15 - 1918

HARPER & REYNOLDS CO.

AMR.

REYNOLDS, THOMAS & FRIEDMAN
ATTORNEYS AND COUNSELLORS AT LAW
2 RECTOR STREET
NEW YORK

September 10th, 1918.

Censorship matter
War Picture

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

My dear Mr. Banzhaf:

I have received your letter of September 9th enclosing your check to my personal order for the sum of $150.00 for which please accept my thanks. I am writing herewith to Mr. Marks.

Yours very truly,

Abel Cary Thomas

ACT:GK

FAMOUS PLAYERS - LASKY CORPORATION
Paramount Pictures - Artcraft Pictures

485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8500
CABLE ADDRESS FAMPILM

LEGAL DEPARTMENT
ELEK JOHN LUDVIGH
ARTHUR S. FRIEND
RALPH A. KOHN
HAROLD MINOT PITMAN
COUNSEL

War Picture
State Rights.

September 10, 1918.

A. H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Mr. Banzhaf:

I never received the contract signed by Mr. Lessor or his Company, relating to the Middlewest.

Will you please give this your attention so that my files may be complete, and oblige

Yours very truly,

Elek John Ludvigh

EJL/TA

THE CORPORATION TRUST COMPANY SYSTEM
ORGANIZED 1892.
15 EXCHANGE PLACE, JERSEY CITY, N.J.
CHICAGO PHILADELPHIA PORTLAND
ST. LOUIS WILMINGTON
WASHINGTON PITTSBURGH
CORPORATION REGISTRATION COMPANY
511 EXCHANGE BUILDING, BOSTON

AFFILIATED WITH
THE CORPORATION TRUST COMPANY
37 WALL STREET, NEW YORK CITY.

THE COMPANY FOR LAWYERS.

OFFICERS:
KENNETH K. McLAREN, PRESIDENT.
GEORGE R. SHELDON, VICE-PRESIDENT.
RAYMOND NEWMAN, GENERAL MANAGER.
HORACE S. GOULD, SECRETARY
B. STAFFORD MANTZ, TREASURER.
JOHN R. TURNER, ASSISTANT SECRETARY.
ERNEST J. KING, ASSISTANT AUDITOR

# The Corporation Trust Company

D W G 10

INCORPORATED UNDER THE TRUST COMPANY LAW OF THE STATE OF NEW JERSEY.

REPLY TO 15 EXCHANGE PLACE, JERSEY CITY.

September 11, 1918.

RE: D. W. G. CORPORATION.

Albert H. T. Banzhaf, Esq.,
2 Rector St.,
New York City.

Dear Sir:

We are in receipt of your letter of the 9th instant with check to our order for $50.00, in payment of our bill of May first last, covering charge for providing the above company with statutory representation in Delaware. We thank you for this remittance and return herewith bill appropriately receipted.

We note your instructions that it is no longer your wish that we continue to maintain office facilities in this city for your company. We shall note our records accordingly and immediately remove the company's sign from our board.

Yours very truly,
THE CORPORATION TRUST COMPANY.

Treasurer.

BSM:G

Way Pic
State Rights

September 11th 1918.

Mr. Elek John Ludvigh,
485 Fifth Avenue,
New York City.

Dear Mr. Ludvigh:

In reply to your favor of the 10th inst., relative to Lessor middle West contract, beg to advise that I have written and wired Mr. Griffith to forward this contract to me and upon receipt thereof I will deliver same to you.

Very truly yours,

AHTB/D

D.W. Griffith

Los Angeles, California,

September 13th,

1 9 1 8 .

Mr. Frank R. Wilson,
Director Publicity,
Liberty Loan Executive Committee,
Washington, D. C.

Dear Sir:

Most sincere thanks for your words of encouragement regarding the little picture. I only wish I were able to do something of real help.

Of course, as you understand, we find it very difficult to know just how far to go and just what to do, particularly in these plays, to get over the desired effect to the mass of the people. We have to hit very hard to hold an influence over their interest. Yet, as I know, it is your desire that we be careful in this delicate matter to make just the impression desired.

Assuring you that our time is yours, and that we appreciate the honor of being allowed to do anything the government desires to the best of our ability, I am

Yours most respectfully,

DWG-W

D.W. Griffith

Los Angeles, California

September 13th

1 9 1 8.

Col. Wigmore,
Office of Provost Marshall Gen. Crowder,
War Department,
Washington, D. C.

Dear Sir:

I have word from Mr. Hamburg that you have graciously suggested that I send the names of the heads of my departments who are at work on special and important films. I am taking the liberty of acting upon this suggestion and assure you it is most deeply appreciated.

I am using my best endeavors in this work to do what little I can for the great Cause. I wish you to remember that I am at your department's service to the best of my ability in any work that I may be able to do -- not as work, but grateful for the honor and privilege of being able to do something.

Do not wish to trouble you, but if, when these few things that I am on are through, you can suggest any way that an unlearned civilian could get into the little scrap I would also be most grateful.

Yours most respectfully,

DWG-W

Col. Wigmore

Mr. Robert Harron isthe only regular contracted leading man I have in my service. He played not only in the picture play "Hearts of the World" but in "The Great Love", a picture which it has been claimed, has done as much as any other piece of propaganda to cement the friendship between American and England, having already shown to some fifteen million of people. The story shows the labors of both men and women in England for the Allied Cause, particularly the nobility and upper classes working in Munition factories and laboring side by side with the ordinary laboring people; The leveling of all ranks upward behind the plane of patriotic exaltation.

It is inconceivable that Mr. Harron's services, of incalculable to the Cause.....

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Col. Wigmore
Office of Provost Marshall Gen. Crowder,
War Deptartment,
Washington, D. C.

Esteemed Sir:

Have arrived here and find that Mr. Robert Harron who played the leading part in"Hearts of the World" and "The Great Love", ~~a~~ Franco-British-American propaganda films, has been called by the draft and leaves next week. Mr. Griffith had been very anxious to use him in a big film and had appealed the case to the district board where it is now pending.

Mr. Harron is Mr. Griffith's only regular, contracted leading man who has been with him for years. Of course he is recognized as the greatest genius for this kind of work in the world and is irreplaceable

LAW OFFICES
FULTON BRYLAWSKI
JENIFER BUILDING
WASHINGTON, D. C.
TELEPHONES MAIN 885-886

August 13, 1918.

D. W. Griffith Studios,

Los Angeles, Calif.

Gentlemen:-

I enclose herewith certificate of registration for: THE GREAT LOVE.

Very truly yours,

Fulton Brylawski

FB/DEC.

Form 2

# WESTERN UNION TELEGRAM

Griffith Misc

GEORGE W. E. ATKINS, VICE-PRESIDENT — NEWCOMB CARLTON, PRESIDENT — BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

**SEND** the following Telegram, subject to the terms on back hereof, which are hereby agreed to

September 16th 1918.

To E C BIDWELL CARE GRIFFITH STUDIO

4500 SUNSET BOULEVARD LOS ANGELES CALIFORNIA

CAN YOU GIVE ME ANY INFORMATION AS TO THE WHEREABOUTS OF THE

NEGATIVE OF THE ESCAPE AITKEN CANNOT FIND IT

BANZHAF

Banzhaf 2 Rector Street N Y C

SENDER'S ADDRESS FOR ANSWER

SENDER'S TELEPHONE NUMBER

D.W.G. Corp.

September 18, 1918.

Commercial Trust Co.,
Jersey City, N. J., Safe Deposit Dept.

Gentlemen:

Enclosed herewith please find duplicate key for the safe deposit box of the D. W. G. Corporation, which is surrendered by the undersigned. The other key having been delivered to you in person by

Very truly yours,

For the Fourth Liberty Loan.

AHTB/G
Inc.

HOLLYWOOD 2800 HOME 57001

# D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

Sept. 18,1918.

Famous Players-Lasky Corporation,
Royal Bank Bldg.,
Toronto,Ont. Canada.

- TO -

D. W. GRIFFITH STUDIO, DR

---

4 Copies "Battling Jane" - 4361 Ft. per copy -

| | |
|---|---|
| Total footage 17,444 Ft., @ 8¢ - - - - - - - - - - | $1395.52 |
| War Tax ¼¢ per foot, - - - - - - - - - - - - - - - - | 43.61 |
| Total - - - - - - - - - - | $1439.13 |

---

Copy

[redacted]-16

"ISSUE IN TRIPLICATE—One copy should accompany the goods into Canada (Enclosed in invoice envelope form No. 884) and the other two should be sent direct by mail to the consignee."

# Invoice of goods for export to Canada, sold by exporter prior to shipment.

(Place and date) Los Angeles, Cal., Sept 16, 1918 191

Invoice of Motion Picture Film purchased

by Famous Players-Lasky Corp. c/o Price, Waterhouse Co. of Royal Bank Bldg., Toronto, Ontario, Canada

from D. W. Griffith Studio of 4500 Sunset Blvd., Los Angeles, Cal.

to be shipped per Wells Fargo & Co Express.

| Marks and Numbers on Packages | QUANTITIES AND DESCRIPTION OF GOODS | | Fair Market Value as Sold for Home Consumption At Time Shipped | Selling Price to the Purchaser in Canada At Time Shipped | |
|---|---|---|---|---|---|
| | | | | | Amount |
| | 4 | Copies Motion Picture Film entitled | | | |
| | | "Battling Jane" - 4361 feet per copy | | | |
| | | Total footage 17444 Feet | .08 | .08 | $1395.52 |
| | | War Tax 2¢ per foot | | | 43.61 |
| | | | | | |
| | | Total - - - - | - - - - - - - | - - - | 1439.13 |

CERTIFICATE FORM M.

*I, the undersigned do hereby certify as follows:*

(1) That I am the (*a*) Business Manager for exporter of the goods in the above invoice mentioned or described;

(2) That the said invoice is in all respects correct and true;

(3) That the said invoice contains a true and full statement showing the price actually paid or to be paid for the said goods, the actual quantity thereof, and all charges thereon;

(4) That the said invoice also exhibits the fair market value of the said goods at the time and place of their direct exportation to Canada and as when sold at the same time and place in like quantity and condition for home consumption, in the principal markets of the country whence exported directly to Canada, without any discount or deduction for cash, or on account of any drawback or bounty, or on account of any royalty actually payable thereon or payable thereon when sold for home consumption but not payable when exported, or on account of the exportation thereof or for any special consideration whatever;

(5) That no different invoice of the goods mentioned in said invoice has been or will be furnished to any one; and

(6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any manner whatsoever other than is shown in the said invoice.

Dated at Los Angeles, Cal this 18th day of September 191 8

(Signature)

(*a*) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

September 18, 1918

Mr. Fulton Brylawski
Jennifer Bldg.,
Washington, D. W.

Dear Sir:

We are enclosing herewith typewritten synopsis of Mr. Griffith's forthcoming photoplay, entitled "The Cradle of Souls", which we would be pleased to have you take proper steps to have recorded and protect Mr. Griffith so far as the story is concerned.

This picture is now in process of production and it will very likely be six or eight weeks before we can forward the two positive copies of the print required by law. But our understanding is that we would be protected by the registration of the typewritten plot as outlined in the synopsis.

Yours very truly,

D. W. GRIFFITH STUDIO

By _____
Manager

ECB-W

1489

PHILLIPS LEE GOLDSBOROUGH, PRESIDENT
JOHN E. BOISSEAU, VICE-PRESIDENT
WALTER W. BEERS, CASHIER
LOUIS E. CREAMER, ASST. CASHIER

THE NATIONAL UNION BANK OF MARYLAND AT BALTIMORE

CAPITAL $1.000.000
SURPLUS AND
UNDIVIDED PROFITS $688.250

(This man is former Governor Goldsborough of Maryland, and considered one of the foremost men of the state today. L.H.K.)

September 18, 1918.

My dear Miss King:

Will you allow me to express my great thanks for the tickets sent me to witness the production, "Hearts of the World".

It is the most interesting, thrilling and truthful portrayal of the world's conflict that I have seen. In all my life I have never seen such great enthusiasm manifested by an audience at a moving picture. Indeed, if I may so express it, the audience were simply raised from their seats to their feet. The picture will arouse America to the full meaning of the great conflict "over there".

With appreciation of Mr. Griffith's courtesy, and requesting that my personal compliments be presented to him, I am,

Very cordially yours,

G. P. Goldsborough

Miss Lenora H. King,
Representing Mr. D. W. Griffith
c/o The Stafford Hotel
Baltimore, Maryland.

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | X |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

September 19 1918

Intolerance
Wark

D W GRIFFITH  HOTEL ALEXANDRIA
LOS ANGELES  CALIFORNIA

SOLD INTOLERANCE EGYPT TWO THOUSAND HOLLAND SIX THOUSAND DELIVERED ONE PRINT EACH FLASH TITLES EIGHT CENTS PER FOOT HAVE DEAL PENDING SPAIN PORTUGAL GREECE BULGARIA RUMANIA EUROPEAN TURKEY FOR FIFTEEN THOUSAND PRINTS FLASH TITLES SEVEN CENTS PER FOOT EXPECT TO CLOSE NEXT WEEK BANK HERE HAS TO WARKS CREDIT FIVE THOUSAND ON ACCOUNT SOUTH AMERICAN DEAL OF TWENTY FIVE THOUSAND THEREFORE YOU SHOULD MAKE TWENTY PRINTS OLD SAMPLE FLASH TITLES INTOLERANCE AT ONCE SO THAT WE MAY MEET PRESENT AND FUTURE ORDERS FOR FOREIGN DELIVERY PLEASE ADVISE

BANZHAF

2 Rector Street N Y C

September 19, 1918

Chairman,
Local Exemption Board #14,
1627 Cahuenga Ave.,
Hollywood, Calif.

Dear Sir:

We will be glad to assist you in the work of handling your questionaires during the present registration. Mr. Griffith as well as myself will gladly cooperate with you in every way possible.

Yours very truly,

D. W. GRIFFITH STUDIO

By_____
MGR. PRODUCTIONS

WEKW

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Los Angeles, California

September 19, 1918

Chairman,
Local Exemption Board #17,
City Hall,
Los Angeles, Calif.

Dear Sir:

Mr. Griffith desires me to state that if there is any way in which we can be of assistance to you during the rush of the present registration, we shall be more than glad to do what we can to assist in the great cause.

Very sincerely yours,

Secretary to Mr. Griffith

ALL STAR FEATURES DISTRIBUTORS, Inc.
SOL L. LESSER, Pres. and Gen. Mgr.
Controlling
California, Oregon, Washington, Idaho Nevada, Utah, Wyoming, Colorado, Montana, Arizona and New Mexico

MID-WEST Hearts of the World Co.
GEO. H. DAVIS and SOL L. LESSER
CHICAGO, ILL.
GEO. H. DAVIS, General Manager
Controlling
Wisconsin, Minnesota, North Dakota, South Dakota, Iowa, Nebraska, Missouri, Kansas, Arkansas, Oklahoma and Texas

TELEPHONE CONNECTIONS CABLE ADDRESS "FILMS"

DISTRIBUTORS OF
D. W. Griffith's
SUPREME TRIUMPH
Hearts of the World
*The Sweetest Love Story Ever Told*
*A Romance of the Great War*

GENERAL OFFICES
191 GOLDEN GATE AVE., SAN FRANCISCO, CAL.

Now Playing
44th Street Theatre NEW YORK
Garrick Theatre PHILADELPHIA
Olympic Theatre CHICAGO
Majestic Theatre BOSTON
Alcazar Theatre SAN FRANCISCO
Auditorium Theatre LOS ANGELES

September
nineteenth
1918.

Mr. D. W. Griffith,
4500 Sunset Boulevard,
Los Angeles, Cal.

My dear Mr. Griffith:-

The subject of your letter of September 11th has received my very earnest attention. I want you to feel that this matter, as well as any other suggestions that you feel will be to our mutual interest, is welcomed, and I will be only too happy to be guided by your judgment.

If you were more familiar with my plan of organization and operation, I am sure that the number of companies that we have now operating would not disturb you. Of course it goes without saying that the ad-stating that we had twenty-five companies was slightly exaggerated. The point that we wanted to bring forcibly to the attention of the exhibitors was that we had a sufficient number of companies to take care of all immediate prospects.

We have, however, fifteen companies going, and I want to say to you that each and every company is in the hands of a competent and experienced manager; that we are organizing from two distinct home offices, namely Chicago and San Francisco; that at each and every opening proper invitational society affairs are arranged, as is evidenced by the society notices received; that thorough consideration is given to the critics; that the business in every instance, with minor exceptions, has been capacity, and each and every other minute detail has had exact attention.

I am quite in harmony with you in the belief that "HEARTS OF THE WORLD" will become greater as time goes on, but of course there is always to be considered that

ALL STAR FEATURES DISTRIBUTORS, Inc.

Mr. D. W. Griffith.

the war may suddenly terminate, which would, I believe, seriously affect the business of "HEARTS OF THE WORLD". We of course realize that there are no competitors, unless it be "THE GREAT LOVE" (which, by the way, is not the serious competition that the other buyers of "HEARTS OF THE WORLD" think it is).

I am leaving for Los Angeles Sunday night and will 'phone you upon my arrival. I want to sit down and discuss with you this and other matters that I consider of equal importance to us both.

The advertisements which you say you sent me were never received. Probably they were wrongly addressed or someone failed to carry out your instructions. Will you see that I get them at once, as I am in dire need of them?

Assuring you of my esteem, I am

Very truly yours,

Sol Lesser

SLL*P

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

Mrs Mauer

D.W. GRIFFITH'S
SUPREME TRIUMPH
HEARTS
OF THE
WORLD
A ROMANCE OF
THE GREAT
WAR

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

Sept. 19th, 1918.

Mr. D. W. Griffith,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Mr. Griffith:-

Enclosed please find summary of my companies up to and including September 14th.

With best wishes and kind regards,

Very truly yours,

Albert L. Grey

G/W

"HEARTS OF THE WORLD"

Summary of Returns from Company's OWN Exploitation

to

September 14th, 1918.

| Wk ending 1918 | No. of Shows | Co's Working | Gross Receipts | Co's Share | Expenses | Net Profits | Percent of Net Profits on Gross Receipts |
|---|---|---|---|---|---|---|---|
| 3/16 to 7/27 | | | 624200.38 | 596826.35 | 517784.88 | 79041.47 | 12.67% |
| 8/3 | 52 | 4 | 24546.00 | 23517.75 | 17543.99 | 5973.76 | 24.38% |
| 10 | 75 | 6 | 29755.00 | 22885.15 | 22691.01 | 194.14 | 00.66% |
| 17 | 97 | 8 | 47401.50 | 34287.53 | 24093.27 | 10194.26 | 21.51% |
| 24 | 91 | 8 | 46387.75 | 34367.13 | 20814.11 | 13553.02 | 29.15% |
| 31 | 100 | 8 | 60761.50 | 44642.52 | 24419.71 | 20222.81 | 33.28% |
| 9/7 | 89 | 7 | 48383.50 | 35672.29 | 23330.26 | 12342.03 | 25.51% |
| 9/14 | 87 | 7 | 55143.25 | 41087.77 | 22468.61 | 18619.16 | 35.04% |
| Total to Date | | | 936578.88 | 833286.49 | 673145.84 | 160140.65 | 17.14% |

Los Angeles, California

September 19, 1918

Mr. J. C. Jessen,
429 S. Figueroa St.,
Los Angeles, Calif.

Dear Mr. Jessen:

After reading the wonderful review given my latest little Artcraft play, "The Great Love" by your New York staff, I feel that the price of admission should be raised one thousand percent.

Please convey my heartiest well wishes to your New York office and critic, Mr.P. S. Harrison, who wrote such a splendid review.

With kindest personal regards, I am

Sincerely,

Los Angeles, California

September 19, 1918

Miss Kitty Kelly,
Chicago Herald-Examiner,
Chicago, Ill.

Dear Miss Kelly:

I trust that you will permit me to thank you for your splendid criticism of my little Art-Craft picture, "The Great Love." I feel that the Herald-Examiner and myself are really good friends.

With best wishes,

Sincerely yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Los Angeles, California,

September 19, 1918

Miss Louella O. Parson,
New York Telegraph,
New York, N. Y.

Dear Miss Parsons:

Kindly accept my most sincere thanks for the manner in which you reviewed my latest little play, "The Great Love". After reading your criticism I feel that I should raise the prices. Of course you know that it was very well written.

With kindest regards,

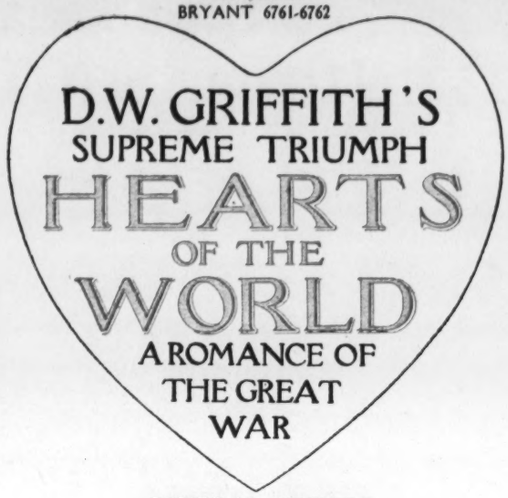
Sincerely yours,

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

Hearts




GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

Copy

September 20th, 1918.

Sam S. & Lee Shubert, Inc.
225 West 44th. Street,
New York City.

Gentlemen:

My client Mr. Jacob Bernstein has referred to me for attention a claim against you for damages to his person and property, occuring under the following circumstances. He says that he attended an afternoon performance on Sept. 16th 1918 of Hearts of the World, held at the 44th. St. Theatre under your control, license and management. That he occupied a balcony seat.

That when the show was completed he stepped from the inside of the theatre to the landing platform leading from the balcony and connected with an iron stairway which was one of the exuts from the balcony of the theatre to the street.

That just as he stepped on the platform of this stairway a large piece of tin ventilator or part of the chimney attached to the theatre and directly above the place he stood on broke off and fell upon him, striking him on the left side of the these parts, as a result of which he has suffered and is now suffering considerable pain and anguish.

In addition to which the suit which he was at the time wearing eas damaged by this metal.

There are a number of witnesses to this occurence I would therefor ask you to be kind enough to let me hear from you at your earliest convenience in reference to an adjustment of this claim if you so incline.

Very Truly Yours.

Signed, Nathaniel H. Kramer
Attornry at Law
51 Chambers St.
New York City.

Tel. Worth 2882

L. A. .....
L. C. .....

# NOTICE OF AN ACCIDENT AT THE PREMISES

**OF** 44th. St. Theatre

Of No. 216 W 44 St. City New York State New York
(Give P. O. Address)

(If accident is fatal and involves serious injury, telegraph or telephone immediate notice; also, when an inquest is to be held.)

---

1. The LOCATION of the premises at which accident occurred is No. 216 W. 44th. St. City New York State N. Y.
2. The OWNER of the premises at which accident occurred is Sam S. & Lee Shubert Inc.
3. The OCCUPANT IN CONTROL of the part of the premises where accident occurred is D. W. Griffith
4. If occupant is not the owner, state whether occupant's lease is direct from the owner or from another lessee .....
5. Was it the duty of the owner, or lessee, or occupant to keep that part of the premises in repair? Occupant
6. What was the WORK or BUSINESS being done there? Motion Picture Exibition

---

7. INJURED PERSON'S NAME? Jacob Bernstein Address? Unknown
8. Occupation? Unknown 9. Family (if known)? Unknown Apparent age? .....
10. In whose employ? Unknown 11. Weekly wages (if known)? .....
12. For what purpose was the injured person on the premises at time of accident, and what was he doing there? Spectater
13. Date of accident September 16th. 1918 ; hour 5 P.M.
14. Nature and extent of injury Unknowen
(If hand or arm, which one)
15. Taken home or to hospital? Un-assisted 16. Attending doctor's name? .....
17. Probable period of disability? ..... 18. Has the person returned to work? .....
19. Upon what part of premises did accident occur? Balcony
(If in an elevator, which one)
20. Describe place or appliance connected with accident? Exaust from projection booth
21. Was the place or appliance in good and safe condition? Yes
22. If so, who can prove it? John Powers, Mgr.
23. When was the place or appliance last inspected by the person who looked after it? Sept. 16th 1918
24. And what was the result of such inspection? Good Condition
25. Had any complaint been made about place or appliance? No
26. If so, when, and to whom and by whom was the complaint made? .....
27. What light was there at time and place of accident? All House Lights

Date of this Notice Sept. 21St. 1918

Form 30024 **(OVER)**

MUSEUM OF MODERN ART FILM LIBRARY
D. W. GRIFFITH COLLECTION

**WITNESSES.** (Important.)

28. Names and addresses of all persons who witnessed the accident, or who claim to have witnessed it, or who would probably know anything about it. (Give name of witnesses' employers where known.)

Anna Phelan, Usher.
May Brady, Usher.
John Powers, Employer

29. Has any other accident ever occurred to any person under similar circumstances, at the same place, or with the same apparatus? No

30. Was accident due to want of ordinary care on part of injured person? Yes

31. If accident was due to act or neglect of any person other than the injured person, give such person's name and address and name of his employer

32. If accident occurred in connection with an elevator, give name and address of man running elevator, and name of his employer

33. Narrate below how the accident happened, its causes, etc., and illustrate by any marked rough sketch which you think will enable the cause of the accident to be easily understood.

Mr. Bernstein forced open an exit door, that was to be used for fire emergency only, all other exits at the time of accident being open, thereby breaking the connection of metal tube by forceing door against same.

Notice made out by John Powers whose connection with the premises is as Manager

Business Address 44th. St. Theatre Street, City N. Y. State N. Y.

COPY

Sept. 20th, 1918.

Mr. Adolph Zukor,
Famous Players-Lasky Corp.,
485 Fifth Ave.,
New York City.

Dear Mr. Zukor:-

Please note that according to the balance sheet of "Hearts of the World, as rendered by the D. W. Griffith Studio as of date May 31st, there appears an overdraft of $25,446.11. This represents a loan made from the picture "D-1" and the funds thus borrowed were expended on the production, "Hearts of the World". Now, this overdraft was partially refunded by receipts of cash received from various C.O.D. shipments of "Hearts of the World" collected in Los Angeles. The amounts of the C.O.D.'s thus collected amounted to $21,959.84 on Aug. 31st. Now, in order to get this matter correct on the books of "Hearts of the World" here in New York, I suggest that the Famouse Players-Lasky Corp. send a check to the D. W. Griffith Studio for the amount of $25,446.11, thereby liquidating the loan made by them from "D-1" and in turn the D. W. Griffith Studio should send to the Famous Players-Lasky Corp. a check covering all the amounts collected from "Hearts of the World C. O. D.'s ,as shown on their books at the time settlement is made and thereafter all C.O.D.'s should be remitted to the "Hearts of the World" in and credited on their books here. If this arrangement is made, it will

1. Enable the D. W. Griffith Studio to pay back the loan it made from "D-1".

2. Enable the "Hearts of the World" New York to receive the amount the D. W. Griffith Studio collected from C.O.D. shipments.

3. Give the D. W. Griffith Studio sufficient funds to liquidate any "Hearts of the World" indebtedness.

I also suggest that all prints of "Hearts of the World" be billed to the "Hearts of the World" Co., in New York at cost of printing and developing thereof and that these bills be paid to the D. W. Griffith Studio by the "Hearts of the World"

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Sept. 20th, 1918.

Mr. Adolph Zukor, - - - - - - - - #2

Co. from NEW YORK and charged on the books of the company at this end.

Trusting the above information will meet your requirements,

Very truly yours,

"HEARTS OF THE WORLD"

Auditor.

E/W

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Mrs Thomas

16 Sprowston Road,

Forest Gate,

London: E-7,

ENGLAND.

Sept. 21st
1918.

Mr. D.W. Griffith,
4500 Sunset Blvd.,
Los Angeles,
CALIFORNIA.

Dear Mr. Griffith,-

My apologies for writing again, but I feel that I must thank you for your letter of Aug. 13th., which in spite of U-Boats reached me quite alright. When I wrote you before I asked for your autograph. My surprise and delight at receiving an autographed photo. and then an autographed letter were beyond description.

I feel very keenly the honour you have done me and I am proud to know that that you do not think me too shadowed in your greatness to notice. That you took so much trouble is the more kind as you must be very busy with more important matters. Staunchness and sensitiveness being about my only redeeming virtues, such kindness as yours is especially felt by me, and I shall ever treasure your photograph and your letter -- yes, and even the envelope -- as most cherished possessions.

May I tell you of my gratification when I read that our King had sent you an appreciative message after seeing your "Hearts of the World" film at Windsor. The Royal Family are more interested in kinematography than is generally known, and I can assure you that such a message is thoroughly sincere.

I follow news of you with the greatest of interest, the latest I read being a mention of your next production "The Great Love" in which, it is stated, some of our Society ladies appear. You certainly have a "way" with you ! The trouble is that we get very little news

of you in England, even in the trade papers. But I suspect that you do not work the publicity business like some men in your country.

You will note that I am now using a typewriter -- for the first time, by the way. This portends a busy time for English producers whom I am going to bombard with scenarios from my able (?) pen !

Please pardon me for making this letter so long and accept again my very heartfelt thanks for your thoughtful interest which I am more pleased with than words can express.

You have a fine face and make a splendid photo. I have had it framed and as I write it hangs upon the wall, looking at me. I am so proud of it !

Your very greatful admirer,

Eric Elliott Paris

P.S. -- I should like to mention that "Intolerance" is showing in London again. Of course, I shall be there ! — E. P.

HOLLYWOOD 2800 HOME 57001

# D.W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

Sept.21,1918.

ALL STAR FEATURE DISTRIBUTORS

- TO -

D. W. GRIFFITH STUDIO

| | |
|---|---|
| To Invoice July 11,1918, | $3223.32 |
| By cash 9/6/18, | 2000.00 |
| Balance, - - - - - - - - | 1223.32 |

Hearts. DW

September 23rd 1918 .

Mr. David W. Griffith,
Hotel Alexandria,
Los Angeles, Calif.

Dear Mr. Griffith:

I enclose herewith a copy of letter prepared by Mr. Epping addressed to Mr. Zukor, relative to printing and developing prints of "Hearts of the World". You will note that the $25,446.20 that you advanced from your D-1 funds to the "Hearts of the World" you have been liquidating by funds received from C.O.D. shipments and miscelaneous local accounts receivable: The C.O.D. credits were derrived from the sale of prints to the various State Right purchasers, stock of which was forwarded to you by the Famous Players and which is carried on their books as an investment. The Famous Players are objecting to you taking the entire eight cents (8¢) per foot derrived from these sales without sharing the profit over and above your manufacturing cost of printing and developing. Strictly speaking they are justified in taking this stand and what should be done is that you charge "Hearts of the World" and bill to the office in New York your cost of manufacturing, printing and developing, plus a reasonable profit therefor, the profit to be determined on similar charges you might make to others for manufacturing and developing prints.

The cost of stock, printing and developing amounts to 0448, which figure has been computed by Epping, based upon footage figures as shown by Bidwell and the Price Waterhouse report. It represents the following: Actual cost of stock used on these sixty prints including the waste and a charge of one cent (1¢) a foot for the printing and developing of the sixty prints. We do not know if there is a profit in this one cent a foot, but if not, a profit ishould be added thereto. In other words, you should print and develop these prints for "Hearts of the World" and bill them to this office, just as though you were doing this work for an outside concern. All other local charges which you may have against the "Hearts of the World" such as telegrams, expressage or other items should not be paid out of any of your other funds, but should be billed to the "Hearts of the World" account and the bills forwarded to the New York office here at the Longacre Building where the same will be paid by Mr. Epping out of the general fund, which the Famous Players have given to Mr. Epping for this purpose, otherwise all accounts will become so involved that it would be next to impossible to straighten the same out.

Epping recently finished straightening out the records of "Hearts of the World" and has opened separate books and has received separate funds both of which are kept at the Longacre Building so that all transactions are now handled entirely separate, and any charges that you or anyone else has against the "Hearts of the World" should be billed directly to said office and they will be paid promptly, thereby enabling you to liquidate your outstanding indebtedness to "Hearts of the World" out of the "Hearts of the World" funds.

Epping states that since the Famous Players has made a settlement with you for the amount of your original investment the "Hearts of the World" records show that you still made subsequent advances amounting to about $779.00. If you will send a bill to this office with duplicate vouchers attached it will be paid to you.

We are planning to have Epping make up monthly statements showing profits on "Hearts of the World" on which statements settlements between you and the Famous Players will be made promptly. From the amounts shown in these statements we will deduct a working fund of $25,000 in cash and $25,000 to allow for accounts receivable, the balance being subject to distribution. If you will kindly hand this letter to Mr. Bidwell so that he can fully understand the plan and I would also request that you direct him to promptly answer all Mr. Epping's communications, without which answers we will be seriously handicapped in straightening out this account. Mr. Epping is also keeping the statements of "Great Love" and will make inquiries from time to time regarding this account, and is now making inquiries of the Famous Players regarding the receipts of certain small items received from various towns, as they do not appear to be consistent with the other rental amounts.

I believe that Mr. Epping handling the accounts on this end will certainly work out to a great advantage and will enable a prompt and intelligent distribution of profits. I believe you should also bill "Hearts of the World" account here for all English, Canadian and Australian prints which you have made and any other, either foreign or State Right prints which you make in the future.

The copy of the letter enclosed will be forwarded by Mr. Zukor to Garbutt and will be the basis for Garbutt turning over to you the amount advanced by D-1 and you in turn handing over to him the amounts received from C.O.D. shipments which will leave a balance to your credit of approximately $4,000.

I also enclose herewith copy of letter received from

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

AHTB /D
Encs.



Mr. Flynn relative to extra advertising in "Great Love" which Mr. Bidwell can file for future reference.

I trust that I have made myself clear in this matter. With regards, I remain

Very truly yours,

AHTB /D
Encs.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Los Angeles, California,

September 23, 1918

Mr. Aaron Rachofsky,
Quartermaster General's Office,
18th and Virginia Ave., N. W.
Washington, D. C.

Dear Sir:

I desire to express to you my appreciation and thanks for your kind interest and assistance to Mr. Hamberg while in Washington. Any time that you are in the neighborhood of Los Angeles, I should be pleased to meet you and personally tell you of my appreciation.

Sincerely yours,

Major B. L. Jacobson, Quartermaster's Corp 18th & Virginia.
Marlen E. Pew 294 State War & Navy Bldg.
John W. Jenkin , Navy Dept. State War & Navy Bldg.
All Washington D. C.

DWG-W

Return to H L Sherman 160 B'way.

D. W. GRIFFITH'S
MIGHTIEST ATTRACTION.

INTOLERANCE

BIRTH OF A NATION

EUROPEAN & COLONIAL OWNERS
OF THE WORLD'S BEST FILMS.

ALL COMMUNICATIONS SHOULD BE ADDRESSED TO:-

MASTER PRODUCTIONS LTD.

TELEPHONE REGENT 5600.

81 & 83, SHAFTESBURY AVENUE,

LONDON, W.1.

ENGLAND.

Sept23rd 1918

Rec'd 11/18

Mr Henry Sherman,
160 Broadway,
New York.

Dear Henry,

On the 10th of May I entered into an Agreement with Mr William Elliot Burlock who had power of Attorney in England for The Walk Producing Corporation, Long Acre Buildings, New York and I purchased the exclusive Rights for the film "INTOLERANCE" for Africa and I paid £1.500 for the Exclusive Rights. One of the clauses in this African Agreement reads as follows:-

Such further copies to be new copies in first rate condition for showing and printed upon Eastmans Stock. The copies to be invoiced to the Hirer and to be paid for by him at the rate of £160 each. Delivered in London Such price of import duty in the United Kingdom calculated on the present basis and the hirer agrees that should the import duty be raised in the future any increase of duty beyond 1d per shall be paid by the hirerin addition to the price of £160. per copy.

The import duty in the United Kingdom has not been raisedand is 1d.per foot."Intolerance" measures 13.155 feet per copy and the import duty in the United Kingdom at 1d per foot would be £55. 1.3. The freight, insurance etc., in London on 13 reels would be at least £25. We calculate it at £20. 3. o making the total of £75.(£54. 16. 3 and £20. 3. 9 deducting £75. from £160 per copy makes a copy delivered in New York £85. Therefore, we ask you to please order one copy immediately at £85. and then please have same delivered immediately to The International Variety Theatrical Agency, Putmam Buildings, who are the Agents for the African Film Trust.

After you have arranged with the Walk Corporation please cable and we will immediately cable you £85. 0. 0 and please be good enough to have the copy "Intolerance" delivered as requested above.

We may mention that the Agreement with The Walk Producing Corporation is in our Managing Director's name and not Master Productions Ltd., With best wishes and compliments,

Sincerely Yours,
Master Productions Ltd.,

E W Swerkering
Director

Form 1228

Charge to the account of D W Griffith $

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Stat night
Ho of M

September 25th, 1918.

D. W. Griffith
Hotel Alexandria ,
Los Angeles, California.

Ludwigh still opposed to changing Lesser contract. He states he will leave it to you but believes that Lesser would get in worse position than at present by a change and might complicate entries on books here. Stop. No plan yet arrived at on charging off Hearts. This will receive due attention. Fear Carpenter can accomplish nothing at Washington. You represent infinitesimal minority as far as politicians are concerned. New York Sun and other influential papers have argued on your side regarding tax but in vain. What shall I ask for Far East Hearts exclusive English possessions. If we can get negative of French boat leaving harbor New York from French or British pictorial will that suffice.

Banzhaf

NEW YORK
SAN FRANCISCO

LONDON
SYDNEY

CALCUTTA
BOMBAY

SINGAPORE
RANGOON

# ROBERTSON-COLE COMPANY

SINGER BUILDING
NEW YORK

Cable Address
PHILETUS NEW YORK
Codes Used
ABC-FIFTH EDITION
WESTERN UNION
BENTLEY'S

FILM DEPARTMENT
1600 BROADWAY

TELEPHONE
CORTLANDT 5744
BRYANT 5646

September 25, 1918.

Wark Producing Corp.,
Longacre Building,
42nd Street & Broadway,
New York City.

Attention-Mr. McCarthy.

Gentlemen:-

Will you be good enough to give us your very lowest possible price for the rights in Holland, on the "Birth of a Nation" and "Hearts of the World". You will recall that we recently paid you $6000.00 for the rights of "Interolence" and we should like to buy the other two pictures at the same price if you can find it possible to let us have them. Will you be good enough to give us a quick response to this, so that we may cable London.

We are waiting with all the patience that we can command, your reply to us as to the price of the pictures for the Far East. Won't you kindly let us have an answer at an early date.

Very truly yours,

ROBERTSON-COLE COMPANY.

WHS:FW

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Number 51

INCORPORATED UNDER THE LAWS OF NEW YORK

One Share

# F-4 Corporation

The Corporation is Authorized to Issue 375 Shares of Stock without any Nominal or Par Value

Fully Paid and Non-Assessable

This is to Certify that David W. Griffith is the owner of One Share of the Capital Stock of

## F-4 Corporation

transferable only on the books of the Company by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.

Witness the seal of the Company and the signatures of its duly authorized officers affixed this 25th day of September 1918

Albert W. Barsky
PRESIDENT
VICE-PRESIDENT

TREASURER
SECRETARY

Tim Brown-Green Co. 81 John St. N.Y.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

For value Received ___ hereby sell, assign and transfer unto

_____

_____

the Shares of the Capital Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint _____ Attorney to transfer the said stock on the Books of the within named Company, with full power of substitution in the premises.

Dated _____ 19 ___

_____

In Presence of

_____

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

## INVENTORY OF MILITARY WARDROBE. Sept. 26, 1918.

**FRENCH:**

24 Pants - Blue & Red Stripe - Pre-War
23 Tunic - " - Plain Collar " "
39 " " Red Collar " "
30 Overcoats " St. " " "
19 " " " Turn " " "
50 Pants Red - " "
31 Caps " " "
27 " Blue " "
2 Coats ) Officers " "
2 Pants )
2 Coats " " "
5 Officers Caps " "

47 Overcoats
49 Tunics
57 Pants
65 Helmets, French Metal
88 Spiral Wrap Leggens

52 French Packs & Blanket Rolls

(Mess Tins and Pans will complete above, also about 12 French Spades. )

48 Leather Belts
99 " Cart. Box

1 Long Sword.(Officer)

---

BRITISH:

20 Coats
20 Pants
19 Caps

14 Pair Spiral Wrap Leggens. (British)
4 " " " " (Imitation.)
2 " " " " (Brit. out.)

20 British Packs (Complete)
4 Rifles

---

MODERN WARDROBE:

A miscellaneous collection of old coats and pants about 20 more or less, also a few boys short pants, not very good.

| | | |
|---|---|---|
| 10 Derby Hats | About one half dozen shirts | 1 cloth cape |
| 12 Old Caps | 1 leather apron | 1 man's suit. |
| 10 Soft Hats | 1 night shirt | 1 (frock suit) |
| 6 Straw Hats | 6 Smock French | (Seigman) ) |
| 1 English Walking Coat and Pants. | | |

# INVENTORY OF MILITARY WARDROBE #2.

MISCELLANEOUS:

1 Metal Jacket and Padding.

GERMAN:

27 Fatique Caps
39 Pair of Boots
34 Pants
37 Tunics
37 Overcoats (Long)
36 Packs & Blankets Rolls
85 Cartridge Boxes
2 Short Coats - Serg't.
1 Long Overcoat "

40 Trench Spades
35 " Spade Holders
43 Shoulder Straps for Haversacks
45 Canteen
49 Haversacks

3 German Bayonets & Scabbards

(Renting Belts, Bayonets, Scabbards, can equip forty two.
Need 36 Mess Tins to equip German Packs Complete.
Shrapnel Helmets must be rented. )

1 Officers Coat ( Seigman )
1 " Overcoat "

3 German Rifles.

Sept 25, 1918

TREASURY DEPARTMENT,
U. S. INTERNAL REVENUE.
Form 707—Revised June, 1918.

(To be stamped by Collector showing district and date received.)

# CAPITAL STOCK TAX.

**Return for Special Excise Tax on Corporations Organized in the United States.**

(Sec. 407, Title IV, Act Sept. 8, 1916.)

**Return of Fair Value of Capital Stock for the Fiscal Year Ended June 30, 1918.**

(Collection district.)

**Assessment List, Form 23.**

(Month.) (Year.)

(Page.) (Line.)

**TAX PAYABLE IN ADVANCE FOR THE YEAR ENDING JUNE 30, 1919. CAREFULLY READ ALL INSTRUCTIONS BEFORE MAKING RETURN.**

1. Name DAVID W. GRIFFITH CORPORATION
(Give name of corporation, joint-stock company, or association.)

2. Address #2 Rector Street,
(The address must be that of the principal place of business.)
New York City, New York.
(Give street and number, city or town, and State.)

3. Nature of business in detail Ownsright of motion picture negatives which are not productive (financially at) present.

4. Incorporated or organized in State of New York.

5. Date of incorporation or organization December 31, 1913.

6. Capital and surplus as of close of fiscal year ended {June 30, 1918, or December 30 1917} (See Special Instructions No. 2, page 4 hereof.)
(Nearest earlier date.)

DO NOT PASTE RIDERS TO FACE OF RETURN.

| | Cum. or noncum. | Dividend rate. | Number of shares. | Par value per share. | Total par value. | Total. |
|---|---|---|---|---|---|---|
| Capital stock outstanding: | | | | | | |
| 7. Common | | % | 100 | $100 | $ 10 000 -- | xxx xx xxx xx |
| 8. First preferred | | % | | | | xxx xx xxx xx |
| 9. Second preferred | | % | | | | xxx xx xxx xx |
| 10. Total | | | 100 | 100 | 10 000 -- | $ 10 000 -- |
| 11. Amount of surplus Earned | | | | | | 5 987 -- |
| 12. Amount of undivided profits | | | | | | |
| 13. GRAND TOTAL | | | | | | $ 15 987 -- |

| COMPUTATION OF TAX. (Complete Exhibits A, B, and C and read all instructions before computing the tax.) | This column for use of taxpayer. | This column for use of Department. |
|---|---|---|
| 14. Fair value of total capital stock for fiscal year determined by Exhibit C | $ 29 305 75 | $ |
| 15. Deduction allowed by law | 99 000 00 | 99 000 00 |
| 16. Amount of fair value of capital stock over $99,000 | Deficient | |
| 17. Tax at rate of 50 cents per year for each full $1,000 | $ - - - - - - - | $ |
| 18. Amount of munitions tax, if any, paid under Title III of Act of September 8, 1916, since making last return | - - - - - - - | |
| 19. Difference (net amount of tax due) | $ - - - - - - - | $ |
| 20. Penalty | - - - - - - - | |
| 21. Total tax and penalty | - - - - - - - | |

**SPACE BELOW NOT TO BE USED BY TAXPAYER.**

| Audit and Correspondence Record. | | | | | |
|---|---|---|---|---|---|
| Date | | | | | |
| Letter | | | | | |
| Inserts | | | | | |
| Examiner | | | | | |

Audited and O.K'd.
By
Date

**Audited and Additional Tax Assessed.**
, 191 List
Page Line
Additional Tax $
By Date

**Audited and Claim Record.**
Received
Amount $
Allowed $
Rejected $
By Date

SEE INSTRUCTIONS ON PAGE 4.

62—4818

**EXHIBIT A.** (See Special Instructions No. 4, Page 4.)

**CONDENSED BALANCE SHEET AS OF** December 31, 1917.
(Same date as Item 6, page 1.)

| DEBITS AND ASSETS. | BOOKS OF ACCOUNT. | FAIR VALUE. | DIFFERENCE. |
|---|---|---|---|
| Real estate | $ | $ | $ |
| Buildings | | | |
| Machinery | | | |
| Cash | 4487-- | 4487-- | ------ |
| Accounts receivable | 1500-- | 1500-- | ------ |
| Notes receivable | | | |
| Securities | | | |
| Inventory | | | |
| Deferred assets | | | |
| Other assets | | | |
| Treasury bonds | | | |
| Treasury stock | | | |
| Licenses & Goodwill | 10000-- | 5000-- | 5000-- |
| Deferred charges | | | |
| TOTALS | $ 15987-- | $ 10987-- | $ 5000-- |

| CREDITS AND LIABILITIES. | BOOKS OF ACCOUNT. | FAIR VALUE. | DIFFERENCE. |
|---|---|---|---|
| Bonded debt | $ | $ | $ |
| Mortgages | | | |
| Accounts payable | | | |
| Notes payable | | | |
| Deferred liabilities | | | |
| Other liabilities | | | |
| Reserves | | | |
| Depreciation | | | |
| Depletion | | | |
| Deferred credits | | | |
| Capital stock | | | |
| Common | 10000-- | 5000-- | 5000-- |
| Preferred | | | |
| Surplus Earned | 5987-- | 5987-- | |
| Profit and loss | | | |
| TOTALS | $ 15987-- | $ 10987-- | $ 5000-- |

| RECAPITULATION OF EXHIBIT A. | This column for use of taxpayer. | This column for use of Department. |
|---|---|---|
| Total debits and assets *after deducting debit items not actual assets* | $ 5,987-- | $ |
| Less total of credits and liabilities *after deducting capital stock, surplus, and other credits not actual liabilities* | 5,987-- | |
| Difference (value of total capital stock reflected by Exhibit A) | $ ------ | $ |

SEE INSTRUCTIONS ON PAGE 4.

02—4813

## EXHIBIT B. (See Special Instructions No. 5, Page 4.)

### QUOTATIONS OR OUTSIDE SALES PRICES.

None
(Give name of exchange or specify "Outside sales.")

| MONTH. | COMMON. | | FIRST PREFERRED. | | SECOND PREFERRED. | |
|---|---|---|---|---|---|---|
| | Number of shares outstanding. | Price. | Number of shares outstanding. | Price. | Number of shares outstanding. | Price. |
| | | $ | | $ | | $ |
| | | NONE | | | | |
| Average | | $ | | $ | | $ |

| RECAPITULATION OF EXHIBIT B. | This column for use of taxpayer. | This column for use of Department. |
|---|---|---|
| Average sale value of common stock per share, $ ....., multiplied by ..... average number of shares | $ | $ |
| Average sale value of first preferred stock per share, $ ....., multiplied by ..... average number of shares | NONE | |
| Average sale value of second preferred stock per share, $ ....., multiplied by ..... average number of shares | | |
| TOTAL (value of total capital stock reflected by Exhibit B) | $ | $ |

## EXHIBIT C. (See Special Instructions No. 6, Page 4.)

### ANNUAL INCOME.

| FISCAL YEAR ENDED— Dec. 31 | NET INCOME. | DEDUCTIONS. | ADDITIONS. | ADJUSTED INCOME. | NUMBER SHARES. | DIVIDENDS DECLARED. Common. | First preferred. | Second preferred. | DEPRECIATION. |
|---|---|---|---|---|---|---|---|---|---|
| 191-- | $ Not in business | $ | | $ | | None % | ----% | ----% | $ |
| 1914 | None - - - - - | | | | | " % | " % | " % | |
| 1915 | 4268.50 | 42.69 | | 4225.81 | | " % | " % | " % | |
| 1916 | 471.52 | 8.42 | | 463.10 | | " % | " % | " % | |
| 1917 | Loss - - - - - | | | | | " % | " % | " % | |
| Average | $2370.01 | $ 25.55 | | $2344.46 | | % | % | % | $ |

| RECAPITULATION OF EXHIBIT C. | This column for use of taxpayer. | This column for use of Department. |
|---|---|---|
| Average annual income as adjusted | $ 2 344 46 | $ |
| Capitalized at eight per cent (value of total capital stock reflected by Exhibit C) | $ 29 305 75 | $ |

State of New York
County of New York } ss.

We, ....., President, and Albert H. T. Bangha., Treasurer, of the above-named company, whose return for special excise tax is herein set forth, being severally duly sworn, each for himself, deposes and says that the items entered in the foregoing report and in any additional list or lists attached to or accompanying this return are, to his best knowledge and belief and from such information as he has been able to obtain, true and correct.

Sworn to and subscribed before me this 27th day of September, 1918

(Signed) Belle Cohen

(Official capacity.)

My commission expires .....

Albert H. T. Bangha. (Signed)
President.

Treasurer.

(Name of officer or agent to whom correspondence should be addressed.)

(Title and business address.)

SEE INSTRUCTIONS ON PAGE 4.

02—4818

## SPECIAL INSTRUCTIONS.

1. **Required value.**—The capital stock tax is measured by the fair value of the total capital stock, including surplus and undivided profits, for the year preceding the taxable year, whether the conduct of the business is profitable or otherwise.

For the purpose of this tax the fair value of the entire capital stock of a going concern, regardless of stock ownership or the ability of individual stockholders to liquidate their holdings, is required. The sales prices for any number of shares of stock less than a majority interest are not necessarily indicative of the fair value of the entire capital stock. The capital invested, the nature of the business, the kind of assets (slow or quick turning), good will, franchises, earning capacity, etc., are important factors that affect the worth of enterprises and must be given due consideration in arriving at the fair value at any given date.

In order that consideration may be given the various factors governing worth, three exhibits are provided for furnishing information, and the taxpayer will complete each exhibit or state why the required data are not available.

Exhibit A provides for adjusting any overstated or understated values contained in the taxpayer's books of account, and Exhibit C provides for showing an adjusted income, which should be the actual operating income upon which the value of the capital stock may be computed. Ample provision having been made for proper adjustments, *the taxpayer will report as the fair value of its capital stock in item 14 on page 1 the amount reflected by the exhibit showing the greatest value.* However, corporations materially affected by extraordinary conditions may report as the fair value in item 14 on page 1 the amount reflected by the exhibit which in their opinion more nearly shows the required value, and shall attach to their returns a comprehensive statement for examination and consideration by the Commissioner of Internal Revenue, explaining why the tax should be so assessed.

2. **Closing date of fiscal year.**—In item 6 on page 1 hereof the taxpayer will show the closing date of its fiscal year ended between July 1, 1917, and June 30, 1918, if other than June 30, and the information furnished under Exhibits A, B, and C will be as of the year or years ended on such date.

3. **Exhibits.**—The three Exhibits, A, B, and C, are provided to indicate the information desired and the manner in which it should be furnished. So far as adaptable these forms should be completed by taxpayers, but if they find it more convenient they may attach to this return their own statements, provided substantially the same information is furnished. In any event, taxpayers should attach any additional statements that will aid in a comprehensive understanding of the taxpayer's resources and obligations, so that the Commissioner of Internal Revenue may more equitably determine the correctness of the fair value reported in item 14 on page 1 hereof.

4. **Exhibit A: Condensed balance sheet.**—Furnish under Exhibit A a condensed balance sheet as of the closing date of the fiscal year given in item 6 on page 1 hereof.

"*Books of account.*"—These columns must show the amounts as carried in the taxpayer's books of account.

"*Fair value.*"—Refer to article 1 above, defining the value required, and in the event the columns "Books of account" contain any overstated or understated values show herein the amounts which will reflect actual values.

"*Difference.*"—These columns will show the difference between the columns "Books of account" and "Fair value." Any material differences must be explained in such manner as to enable the Commissioner of Internal Revenue to determine if they are proper and acceptable. For this purpose the differences shown herein need not be covered by corresponding adjustments in the taxpayer's books of account.

"*Treasury stock*" *and* "*Treasury bonds.*"—In the event the taxpayer holds in its treasury any of its own stock or bonds, advice must be furnished as to whether such stock and bonds are pledged or unpledged.

"*Other assets*" *and* "*Other liabilities.*"—If the amounts returned against these accounts are comparatively large, a comprehensive analysis of them must be attached.

"*Profit and loss.*"—If the "Profit and loss" balance is a debit, the amount should be shown in red.

5. **Exhibit B: Quotations or outside sales prices.**—Furnish under Exhibit B the prices quoted on a recognized stock exchange or on the New York curb, or the prices at which outside sales were made if the stock is not listed, for the period of 12 months ending with the close of the taxpayer's fiscal year given in item 6 on page 1 hereof.

If the stock is listed, the name of the exchange from which reported quotations are taken must be shown in the space provided therefor, and the prices reported will be the mean of the highest and of the lowest bid price during each month, from which the average for the year will be obtained. If the taxpayer prefers, a schedule may be attached to this return showing the highest and lowest bid price at which stock was quoted for each day of the year and the average obtained therefrom.

If the stock is not listed and outside sales have been made at prices known or determinable by the officers making this report, such prices will be reported herein. A statement of the number of shares involved and the conditions under which sales were made at other than exchange quotations must accompany this return. Sales to employees or directors for qualifying purposes, or sales which are restricted as to resale, or sales at prices otherwise specially influenced, will not be considered representative of the fair value of the entire capital stock and should not be included.

In the column "No. shares outstanding" should be shown the total number of shares outstanding at the close of each month. The average value per share will be determined as follows:

First. If no change occurred in the number of shares outstanding during the year, total the quotations or sales prices for the months reported and divide by the number of months in which quotations or sales prices are shown.

Second. If any change occurred in the number of shares outstanding during the year, calculate the total value of the outstanding shares each month upon the reported prices and divide the total of such monthly valuations by the sum of the number of shares outstanding each month.

6. **Exhibit C: Annual income.**—Furnish under Exhibit C the annual income and other data for the five fiscal years ended with the close of the taxpayer's fiscal year as given in item 6 on page 1 hereof, or for the period during which the corporation has been engaged in business if for a shorter period.

"*Net income.*"—In this column will be shown the income returned for the purpose of the income tax and excess profits tax.

"*Deductions*" and "*Additions,*"—Refer to article 1 of these Special Instructions, and show in these columns such amounts as should be deducted from or added to "Net Income" to arrive at the net income which may be capitalized to determine the fair value of the capital stock. A comprehensive analysis of any amounts reported therein should be attached to this return. Some of the principal items frequently requiring adjustment follow:

Income taxes not deductible in computing income subject to tax.

Depreciation and depletion on temporary or permanent property.

Amortization of temporary plant and equipment.

Interest charges not deductible in computing income subject to tax.

Abnormal income due to extraordinary appreciation in value of inventory.

Losses not fully deductible.

Income from securities of a State, municipality, or of the United States, although such income is not included in the income tax return.

Expenditures made for additions and betterments, or reserves for such purposes, made against income whether direct or through expenses.

"*Adjusted income.*"—This column will reflect the amounts resulting from the adjustment of the amounts shown in the preceding three columns.

"*Number shares.*"—Herein should be given the total number of shares of all classes of stock outstanding at the close of each fiscal year.

"*Dividends declared.*"—Herein should be reported the percentage of dividends declared on the par value of each class of stock outstanding each year. The amount represented by the percentages shown in this column must not be deducted from the columns "Net income" or "Adjusted income."

"*Depreciation.*"—Hereunder will be reported the amount actually charged against income each year in the taxpayer's books of account for depreciation.

*Capitalizing net income.*—The officers making the return will capitalize the average annual income at such percentage as from their special familiarity with the business they know representative enterprises in their line in their locality must earn in order to maintain their stock at par. In other words, if enterprises engaged in a similar business must on the average earn 8 per cent on their issued capital stock to keep the value of their stock at par, the net income should be capitalized by dividing it by .08.

## GENERAL INSTRUCTIONS.

MUSEUM OF MODERN ART FILM LIBRARY

1. Nature of Tax.—The capital stock tax due July 1, 1918, is an excise tax payable in advance for the privilege of doing business from July 1, 1918, to June 30, 1919. The amount of the tax is payable to the collector at any time after July 1, 1918, but penalties for nonpayment do not attach until ten days after notice and demand has been served by the collector upon the taxpayer.

2. Date of Filing Returns.—On or before July 31, 1918, and annually thereafter during the month of July.

3. Corporations Required to Make Return.—Every corporation, joint-stock company or association (except insurance companies) now or hereafter organized in the United States for profit and having a capital stock represented by shares, irrespective of whether it is the creature of statute or of contract, engaged in business at any time during the year July 1, 1917, to June 30, 1918, and not specifically exempt under the provisions of Section 11, Title I, of the Act of September 8, 1916, must file a return. Joint-stock associations not organized under any statute, so-called Massachusetts trusts, Pennsylvania partnerships with limited liability, and similar so-called limited partnerships or partnership associations are subject to the tax.

Insurance companies organized under a statute or deriving from that source some quality or benefit not existing at the common law, irrespective of whether they are organized for profit or have a capital stock represented by shares, engaged in business at any time during the year July 1, 1917, to June 30, 1918 and not specifically exempt under the provisions of Section 11, Title I, of the Act of September 8, 1916, must file a return. Mutual and participating plan insurance companies are included.

4. The Collector May Make Return.—If any corporation or association fails to make and file a return within the time prescribed by law, or makes a false or fraudulent return, the collector or his deputy is authorized to make the return from his own knowledge and from such information as he can obtain through testimony or otherwise. Such return, when subscribed by the collector or his deputy, shall be prima facie good and sufficient for all legal purposes.

5. Extension of Time.—If failure to file a return within the prescribed time is due to sickness or absence of an officer required to sign the return, the collector may allow an extension of not more than thirty days for making and filing the return, provided an application in writing is made prior to the expiration of the period in which the return should have been filed. If an extension of time is granted, the letter of the collector should be attached to the return.

6. Signatures and Verification.—Returns must be signed and verified by two officers of the corporation, that is, by the president, vice president, or other principal officer, and by the treasurer or other financial officer, and must be sworn to before an officer authorized to administer oaths, and the seal of the attesting officer, if he is required to have a seal, must be impressed on the return. The name of the corporation and the names of the officers signing the return should be plainly written or printed on the return.

7. Tax.—From the fair value of the entire capital stock, as reflected in Item 14 on page 1 hereof, will be deducted the amount of $99,000, the exemption allowed by law, and the tax will be assessed upon any balance at the rate of 50 cents for each full $1,000 of such remainder.

8. Deduction of Munition Manufacturer's Tax.—Only the amount of munition manufacturer's tax actually paid since making the last previous return prior to July 1, 1918, is deductible under Item 18 on page 1 hereof from the capital stock tax.

9. Penalties.—Corporations refusing or neglecting to file returns within the time prescribed by law, or rendering false or fraudulent returns, shall be liable to a penalty of not more than $500 and an additional tax of 50 per cent in case of neglect to file the return within the time prescribed by law and 100 per cent in the case of a false or fraudulent return shall be added to the assessment.

10. Regulations.—For further information regarding the tax see Regulations No. 38 (revised).

e2—4818

September 28th 1918.

Charles V. Duffy, Collector,
Internal Revenue Office,
Newark, N. J.

Dear Sir:

I enclose herewith Capital stock Tax report of the D.W.C. Corporation for the year ending December 31st 1917.

Very truly yours,

AHTB/D
Enc.

September 28th 1918.

Mr. Shauer,
c/ Famous-Players, Corporation,
#485 Fifth Avenue,
New York City .

Dear Mr. Shauer:

The bearers are interested in the rights of "Hearts of the World" for Central America and I thought possibly that the purchaser for the South American and Central American Countries would be glad to sub-lease the latter countries and when you have closed your deal you would be doing these gentlemen a favor by putting them in touch with the purchaser as they are very much interested.

Very truly yours,

AHTB/D

POSTAL TELEGRAPH-CABLE COMPANY

# NIGHT LETTERGRAM

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED) TRANSMITS AND DELIVERS THIS NIGHT LETTERGRAM SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK.

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

DELIVERY NO. 87

INDEPENDENT COMPETITIVE PROGRESSIVE

4L—26036

59GSWN 258NL

HY LOSANGELES CAL SEPT 30 1918

1639

A H T BANSCHAF

2 RECTOR ST NEWYORK

HAVE YOU TRACED THE FILM SENT TO BEAVERBROOK FOR GREAT LOVE IF NOT DO SO BURLOCK CABLES WAS NEVER RECEIVED STOP REPORT WHAT THEY THINK OF BATTLING JANE AS I WIRED YOU PICTURE MIGHT SEEM VERY BAD IN PROJECTION ROOM BUT GOES OVER BIG WITH AUDIENCE AND THINK IT ALL RIGHT TO PUT OUT STOP ALSO WHAT BUSINESS ON GREAT LOVE STOP WOULD SEND SOMEONE DOWN TO SEE MOORE IN WASHINGTON HE CLAIMS HE TRIED TO BUY MY OTHER PICTURES AND ALTHOUGH OFFERED BIGGEST PRICE WAS REFUSED HAVE SAME REPORT FROM SEATTLE MAN WHO CLAIMS HE OFFERED FOUR THOUSAND FOR GREAT LOVE AND WAS REFUSED BELIEVE IN THIS CASE HOWEVER PICTURE HAD BEEN CONTRACTED FOR AHEAD OF TIME STOP LOOK UP DETAILS OF RENTING PICTURES AS I UNDERSTAND THEY RENT ENTIRE PROGRAM INCLUDING MY PICTURES AND OTHERS FOR SO MUCH PER YEAR STOP WILL EXPECT ME TO BUY HEAVILY IN LIBERTY BONDS HOW DEEP CAN I AFFORD TO GO CAN THESE BE DISPOSED OF TO HELP PAY MY INCOME TAX IN CASE I GET STUNG NEXT YEAR STOP BY ALL MEANS TAKE TWENTY THOUSAND FOR OUR SHARE NEWENGLAND HOWEVER THINK IT MIGHT BE GOOD IDEA TO BUY BACK SOME OF INDIANA OR OTHER TERRITORY SINCE WE SEEM TO BE DOING SO WELL AND WE CAN HANDLE MUCH BETTER THAN THEY ARE DOING IT STOP WOULD LIKE AN INVESTIGATION AS TO HOW THEY ARE HANDLING PICTURE AND WHAT RESULTS LESSER OF COURSE HAS CLEANED UP WITH FAR WEST TERRITORY HE HAS MADE ABOUT THIRTY FIVE PERCENT BEYOND PURCHASE PRICE

D W GRIFFITH

536AM

MK

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

# TELEGRAM

DELIVERY NO. GR

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

*This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram).* Form 16

38GSWN 29NL

HY LOSANGELES CAL SEPT 30 1918

1710

A H T BANSCHAF

RECTOR ST NEWYORK

HERALDS AND OTHER ADVERTISING MATTER SUCH AS WE USE SHOULD BE PREPARED FOR ROMANCE OF HAPPY VALLEY OF COURSE NOT TO CONFLICT WITH FLINNS CAMPAIGN WIRE RELEASE DATE REGARDS

D W GRIFFITH

338AM

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

# TELEGRAM

DELIVERY NO. GR

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

*This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram).* Form 16

37GSWN 38NL 3 EX

HY LOSANGELES CAL SEPT 30 1918

1707

PERSONAL MESSAGE TO A H T BANSCHAF

TWO RECTOR ST NEWYORK

HAVE HEARD RUMOR THERE IS SOME DIFFERENCE BETWEEN ZUKOR AND PARTNERS LIKE ZUKOR VERY MUCH THINK IT WOULD BE WISE TO INVESTIGATE THIS IF THIS STATEMENT IS TRUE WOULD LIKE TO DO BUSINESS WITH HIM

D W G

335AM

Mac Marsh

FAMOUS PLAYERS - LASKY CORPORATION
Paramount Pictures - Artcraft Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8500
CABLE ADDRESS FAMFILM

OFFICE OF ARTHUR S. FRIEND
TREASURER

H. W. Stalmaster

Sept. 30, 1918.

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City.

Dear Mr. Banzhaf,

The following telegram from Alfred S. Black, Treasurer Hearts of the World Co. of New England, is self-explanatory. Will you please communicate its contents to Mr. Griffith?

"Our offer was withdrawn Wednesday after receiving Abrams telegram conditions now very serious in New England many theatres closed by authorities and with public scare vitally effects pictures earning power until situation becomes settled do not care to decide upon Griffith's offer which may seem excessive now under changed conditions".
(Signed) Alfred S. Black

Yours very truly,

Arthur S. Friend
C. F.

ASF-EF

- - - - - - - - - - - - - - - - - - - -

WARK PRODUCING CORPORATION

- TO -

NICOLA GAYTIS and ANTONIO MOSCO

- - - - - - - - - - - - - - - - - - - -

A N  A G R E E M E N T made this 30th day of September Nineteen hundred and eighteen B E T W E E N THE WARK PRODUCING CORPORATION organized under the laws of the State of New York, hereinafter termed the Lessor, party of the first part and Nicola Gaytis and Antonio Mosco, co-partners transacting business under the firm and style name of GATIS and MOSCO, by CONSTANTIN POTSIOS their duly authorized agent all of Rome Italy, hereinafter termed the Lessees, parties of the second part.

W H E R E A S the Lessor is the owner of a certain motion picture photoplay called "Intolerance", and

WHEREAS the Lessor has agreed to grant to the Lessees the sole and exclusive rights to use and exhibit such motion picture film in the Kingdoms of Spain, Greece, Rumania, Bulgaria, European Turkey and the Republic of Portugal.

NOW IT IS HEREBY AGREED as follows:-

1. THE Lessor hereby grants to the Lessees the sole and exclusive right to use and exploit the said motion picture film for a period of six years from the date hereof, throughout the aforesaid territory upon the terms and conditions hereinafter provided, but only in a dignified manner commensurate with the artistic qualities of the production as prepared by the Lessor and with appropriate musical accompaniment.

2. CONSIDERATION for this agreement shall be the sum of Fifteen thousand ($15,000.00) dollars payable as follows:- Five thousand ($5,000.00) dollars, on the signing of this agreement, receipt whereof is hereby acknowledged by the Lessor,

and the payment of Ten thousand ($10,000.00) dollars, in cash on or before the 15th day of October, Nineteen hundred and eighteen, which said sums the Lessee hereby agrees to pay to the Lessor as herein provided. In consideration of such payments the Lessees shall have the exclusive right of exhibition of said motion picture play in the aforesaid territory for the period of six years from the date hereof. Lessor agrees to deliver to the Lessees at the City of New York, one print of said photoplay with English flash titles only upon the payment of the sum of Ten thousand dollars, ———, balance due as above provided.

3. THE Lessor agrees as long as the negative is in existance to furnish to the Lessees a reasonable number of prints or parts of prints of said production during the life of this contract at the rate of Seven cents per lineal foot plus any tax which now is or may hereafter be imposed on the sale or manufacture of said prints by the Federal or State Authorities of the United States of America, F.O.B. Los Angeles, California, without titles. At no time, however, shall Lessees have more than six prints in their possession.

4. AT the expiration or termination of this agreement the Lessees will at once return the said films to the Lessor and if lost or destroyed, Lessees shall supply affidavits covering the cause of its loss or destruction.

5. ALL newspaper advertisements and posters issued by the Hirers in connection with said film and all exhibitions of said film shall contain the name of D.W. GRIFFITH as Producer thereof and said name is to be printed as prominently as the largest type in such advertisements, poster or film.

6. THE Lessees shall not act or hold themselves out as the Agents of the Lessor and nothing herein contained shall be construed to constitute a partnership between the parties hereto.

7. THE loss of the use of any prints hired hereunder during any period not due to any fault on the part of the WARK COMPANY shall not entitle the lessees to the return of the whole or any part of the rental paid hereunder, and the lessor shall not be responsible for any accident, loss or damage in any place, hall or theatre where the said production takes place and neither of the parties shall be liable in damage to the other in the event of such hall or theatre being closed or the production of the said film being prevented in consequence of fire, accident, strikes, epidemic or any order of the Public or Competent Authorities of said several governments, National mourning, tempest aircraft, (hostile or otherwise) shots, shells, bombs or missiles from or used against aircraft warlike operations, acts of the Public enemies, explosion, flood or calamity of any kind or other inevitable accident.

8. THIS Agreement does not assign to or confer upon the Lessees any performing or producing rights or interests in the copyright of the said motion picture photoplay, except the limited right of production and exhibition for the period herein mentioned. The Lessor agrees not to produce or to grant licenses for the production of said motion picture film within any part of the aforesaid territory during the said period.

9. THE Lessees undertake that they or either of them will not allow or cause to be made any duplicate copies of said film or any part thereof nor allow or suffer the said film to be shown in any district or territory whatever, except as mentioned in this agreement, and that they will not exhibit or exploit any prints of said photoplay other than those hired hereunder. And the Lessees will use every effort and at their own expence to enjoin and restrain the use of any copy of said production or parts thereof in the aforesaid territory not authorized by the Lessees to be exhibited therein and in the event of any breach of this clause the Lessees undertake at their cost to forthwith commence and prosecute such criminal or other proceedings as the Lessor may require to deal with any such breach, and further the Lessees agree that if it should be proved to the satisfaction of the Lessor that any such breach was occasioned by or connived at personally by the Lessees, their agents or employees then in such event the License hereby granted shall ipso facto determine without prejudice to the right of the Lessor to damage for any breach in this agreement.

10. THE Failure to exercise any right granted to the Lessor hereby for any breach of any provision hereof shall not be a waiver of the right to exercise it for the same or any other breach at any time thereafter.

11. THIS Instrument embodies the whole agreement of the parties. No representations, warranties, covenants or promises made by any representative or agent of the WARK COMPANY or by any other person shall be binding or be considered a part of any agreement between the WARK COMPANY

and the Lessees unless herein expressly contained, and no variation or modification of this agreement shall be made except in writing, signed on the part of the WARK COMPANY by its President, who it is mutually agreed is the only person authorized to sign the same on behalf of the Wark Company and this agreement shall not be assigned by the Lessees without the prior written consent of the Lessor.

12. THE Lessees further agree that they will in no event permit the exhibition or projection of a defective print of said photoplay.

13. IN The event of any breach by the Lessees of any of the terms or conditions of this agreement or in the event of any moneys payable under it by the Lessees being in arrears for ten days, or in the event of the filing of a Petition in Bankruptcy by or against the Lessees, or in the event of said Lessees making an assignment for the benefit of creditors or otherwise then this agreement shall cease and determine and all the sums already paid by the Lessees shall forthwith be forfeited by the Lessees to the Lessor without prejudice to any claim the Lessor may have by way of damage against the Lessees and any film or films in the possession of the Lessees or its Agents shall at once be returned to the Lessor.

IN WITNESS WHEREOF the party of the first part has caused its duly authorized officer to sign its corporate name and affix its corporate seal and the parties of the second part have hereunto affixed their copartnership name by their duly authorized agent and affixed their seal hereto the day and year first above written.

WARK PRODUCING CORPORATION

WITNESSES

Alflorz

By Albert D. Warzlaf
President.

-5-

By Constantine Petrie

I T  I S  A G R EE D by the parties hereto and by that no commission is to be paid by the Wark Producing Corporation on account of procuring aforesaid Agreement.

Gaytis & Morro
by Constantine Potts
A C Flower

THE WARK PRODUCING CORPORATION

-to-

NICOLA GAYTIS and ANTONIO MOSCO

# AGREEMENT

A N A G R E E M E N T made this 30th day of September Nineteen hundred and eighteen B E T W E E N THE WARK PRODUCING CORPORATION organized under the laws of the State of New York, hereinafter termed the Lessor, party of the first part and Nicola Gaytis and Antonio Mosco, copartners transacting business under the firm and style name of GAYTIS AND MOSCO, by CONSTANTIN POTSIOS their duly authorized agent all of Rome Italy, hereinafter termed the Lesses, parties of the second part.

WHEREAS the Lessor is the owner of a certain motion picture photoplay called "Intolerance", and

WHEREAS the Lessor has agreed to grant to the Lessees the sole and exclusive rights to use and exhibit such motion picture film in the Kingdoms of Spain, Greece, Rumania, Bulgaria, European Turkey and the Republic of Portugal,

NOW IT IS HEREBY AGREED as follows:

1. THE Lessor hereby grants to the Lessees the sole and exclusive right to use and exploit the said motion picture film for a period of six years from the date hereof, throughout the aforesaid territory upon the terms and conditions hereinafter provided, but only in a dignified manner commensurate with the artistic qualities of the production as prepared by the Lessor and with appropriate musical accompaniment.

2. CONSIDERATION for this agreement shall be the sum of Fifteen thousand ($15,000.00) dollars payable as follows: Five thousand ($5,000.00) dollars on the signing of this agreement, receipt whereof is hereby acknowledged by the Lessor, and the payment of Ten thousand ($10,000.00) dollars, in cash on or before the 15th day of October, Nineteen hundred and eighteen, which said sums the lessee

hereby agrees to pay to the Lessor as herein provided. In consideration of such payments the Lessees shall have the exclusive right of exhibition of said motion picture play in the aforesaid territory for the period of six years from the date hereof Lessor agrees to deliver to the Lessees at the City of New York, one print of said photoplay with English flash titles only upon the payment of the sum of Ten thousand ($10,000.00) dollars, balance due as above provided.

3. THE Lessor agrees as long as the negative is in existence to furnish to the Lessees a reasonable number of prints or parts of prints of said production during the life of this contract at the rate of Seven cents per lineal foot plus any tax which now is or may hereafter be imposed on the sale or manufacture of said prints by the Federal or State Authorities of the United States of America, F.O.B. Los Angeles, California, without titles. At no time, however, shall Lessees have more than six prints in their possession.

4. AT the expiration or termination of this agreement the Lessees will at once return the said films to the Lessor and if lost or destroyed, Lessees shall supply affidavits covering the cause of its loss or destruction.

5. ALL newspaper advertisements and posters issued by the Hirers in connection with said film and all exhibitions of said film shall contain the name of D.W.GRIFFITH as Producer thereof and said name is to be printed as prominently as the largest type in such advertisements, poster or film.

6. THE Lessees shall not act or hold themselves out as the Agents of the Lessor and nothing herein contained shall be construed to constitute a partnership between the parties hereto.

7. THE loss of the use of any prints hired hereunder during any period not due to any fault on the part of the WARK COMPANY shall not entitle the Lessees to the return of the whole or any part of the rental paid hereunder, and the Lessor shall not be responsible for any accident, loss or damage in any place, hall or theatre where the said production takes place and neither of the parties shall be liable in damage to the other in the event of such hall or theatre being closed or the production of the said film being prevented in consequence of fire, accident, strikes, epidemic or any order of the Public or competent authorities of said several governments, National mourning, tempest aircraft, (hostile or otherwise) shots, shells, bombs or missiles from or used against aircraft warlike operations, acts of the public enemies, explosion, flood or calamity of any kind or other inevitable accident.

8. THIS Agreement does not assign to or confer upon the Lessees any performing or producing rights or interests in the copyright of the said motion picture photoplay, except the limited right of production and exhibition for the period herein mentioned. The Lessor agrees not to produce or to grant licenses for the production of said motion picture film within any part of the aforesaid territory during the said period.

9. THE Lessees undertake that they or either of them will not allow or cause to be made any duplicate copies of said film or any part thereof nor allow or suffer the said film to be shown in any district or territory whatever, except as mentioned in this agreement, and that they will not exhibit or exploit any prints of said photoplay other than those hired hereunder. And the Lessees will use every effort

and at their own expense to enjoin and restrain the use of any copy of said production or parts thereof in the aforesaid territory not authorized by the Lessees to be exhibited therein and in the event of any breach of this clause the Lessees undertake at their cost to forthwith commence and prosecute such criminal or other proceedings as the Lessor may require to deal with any such breach, and further the Lessees agree that if it should be proved to the satisfaction of the Lessor that any such breach was occasioned by or connived at personally by the Lessees, their agents or employees then in such event the License hereby granted shall ipso facto determine without prejudice to the right of the Lessor to damage for any breach in this agreement.

10. THE failure to exercise any right granted to the Lessor hereby for any breach of any provision hereof shall not be a waiver of the right to exercise it for the same or any other breach at any time thereafter.

11. THIS Instrument embodies the whole agreement of the parties. No representations, warranties, covenants or promises made by any representative or agent of the WARK COMPANY or by any other person shall be binding or be considered a part of any agreement between the WARK COMPANY and the Lessees unless herein expressly contained, and no variation or modification of this agreement shall be made except in writing, signed on the part of the WARK COMPANY by its President, who it is mutually agreed is the only person authorized to sign the same on behalf of the WARK COMPANY and this agreement shall not be assigned by the Lessees without the prior written consent of the Lessor.

12. THE Lessees further agree that they will in no event permit the exhibition or projection of a defective print of said photoplay.

13. In the event of any breach by the Lessees of any

of the terms or conditions of this agreement or in the event of any moneys payable under it by the Lesses being in arrears for ten days, or in the event of the filing of a Petition in Bankruptcy by or against the Lessees, or in the event of said Lessees making an assignment for the benefit of creditors or otherwise then this agreement shall cease and determine and all the sums already paid by the Lessees shall forthwith be forfeited by the Lessees to the Lessor without prejudice to any claim the Lessor may have by way of damage against the Lessees and any film or films in the possession of the Lessees or its Agents shall at once be returned to the Lessor.

IN WITNESS WHEREOF the party of the first part has caused its duly authorized officer to sign its corporate name and affix its corporate seal and the parties of the second part have hereunto affixed their copartnership name by their duly authorized agent and affixed their seal hereto the day and year first above written.

WARK PRODUCING CORPORATION,
By Albert H. Wanzhaf
President

In the Presence of:
A. C. Astorita

Gaytis & Mosco
by Constantine Potrios
attorney in fact.

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS:

On this 15th day of October 1918 before me came ALBERT H. WANZHAF to me known, who being duly sworn did depose and say, that he resides in the Borough of Brooklyn, City of New York, and that he is the President of the

WARK PRODUCING CORPORATION, the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Subscribed and sworn to before
me this 15 day of October, 1918.

Arthur C. Astarita
Notary Public
New York County

STATE OF NEW YORK, )
) SS.:
CITY AND COUNTY OF NEW YORK. )

On this 15th day of October, 1918, before me personally came CONSTANTIN POTSIOS, to me personally known and known to me to be attorney in fact of and for the firm of GAYTIS & MOSCO, the persons described in and who by said attorney in fact executed the foregoing instrument, and to me personally known to be the person who as attorney in fact for the said firm of GAYTIS & MOSCO did sign and execute in their names the said foregoing instrument and acknowledged to me that he executed the same as the act and deed of said firm of GAYTIS & MOSCO therein described and for the purposes therein mentioned by virtue of a power of attorney dated the 11th day of July, in the year 1918.

Ludwig C. Astarita
Notary Public
New York County

Received from CONSTANTIN POTSIOS, attorney in fact for GAYTIS & MOSCO, lessees mentioned in the foregoing agreement the sum of Ten Thousand ($10,000) Dollars, balance due pursuant to the conditions of the within agreement.

IN WITNESS WHEREOF the party of the first part the WARK PRODUCING CORPORATION has caused its duly authorized officer to sign its corporate name and affix its corporate seal this 15th day of October, 1918.

WARK PRODUCING CORPORATION,
By Albert H. Banzhaf
President

STATE OF NEW YORK )
) SS:
COUNTY OF NEW YORK )

On this 15th day of October, 1918, before me came ALBERT H. BANZHAF to me known, who being duly sworn did depose and say, that he resides in the Borough of Brooklyn, City of New York, and that he is the President of the WARK PRODUCING CORPORATION, the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Subscribed and sworn to before me this 15th day of October, 1918.

Notary Public
New York County

Seal

Form 1206

| ...ICE DESIRED | |
|---|---|
| | |
| ...tter | X |
| ...t Message | |
| ...Night Letter | |

...ons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

...end the following message, subject to the terms on back hereof, which are hereby agreed to

October 1 1918

DAVID W GRIFFITH HOTEL ALEXANDRIA
LOS ANGELES CALIFORNIA

FLYNN MAILING REVIEWS BATTLING JANE PICTURE WELL RECEIVED NOTICES GOOD HERALDS AND ADVERTISING MATTER FOR HAPPY VALLEY BEING PREPARED BY FLYNN WILL BE RELEASED NOVEMBER FOURTH OR FIFTH NEW ENGLAND OFFER TWENTY THOUSAND WITHDRAWN AT PRESENT ON ACCOUNT INFLUENZA NEW ENGLAND WHAT ABOUT PRICE FOR FAR EAST OFFER HEARTS BIDDERS WAITING QUOTATIONS WILL ADVISE OTHER MATTERS LATER

BANZHAF

A H T Banzhaf #2 Rector Street N Y C

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

# TELEGRAM

DELIVERY NO.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

*This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram).* Form 16

18GSWN 29NL

GS LOSANGELES CAL OCT 1 1918

H. W.

A H T BANZHAFF

1585

TWO RECTOR ST NEWYORK

SENDING YOU COPY OF LETTER TO EPPING WHICH EXPLAINS AMONG OTHER THINGS OUR REASON FOR CREDITING RECEIPTS FROM HEARTS OF WORLD TO OTHER PICTURES ALSO WRITING YOU TODAY REGARDS

238AM E C BIDWELL

NEW YORK 10 BROAD STREET OCT 2 18

Form 1

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

October 1 1918

Work
Vote rights

DAVID W GRIFFITH HOTEL ALEXANDRIA

LOS ANGELES CALIFORNIA

HAVE SIGNED CONTRACT FOR SALE XX SPAIN PORTUGAL GREECE RUMANIA BULGARIA AND EUROPEAN TURKEY FOR INTOLERANCE ALSO ACCEPTED FIVE THOUSAND ON ACCOUNT SOUTH AMERICAN DEAL WILL THEREFORE NEED AT ONCE TEN PRINTS FLASH TITLES PER ORIGINAL NEGATIVE TEN MORE SHOULD BE MADE FOR FUTURE REQUIREMENTS PLEASE ADVISE WHEN SHIPMENTS CAN BE MADE REGARDS

BANZHAF

A H. T Banzhaf 2 Rector Street N Y C

155 ~~West 44th Street~~,
New York City
October 1st, 1918.

The Wark Producing Corporation,
LongAcre Building,
New York City.

Dear Sirs:-

We take pleasure in remitting you two acts for the exclusive exhibition rights of the film INTOLERANCE for Spain, Portugal, Greece, Rumania, Bulgaria and European Turkey. We will be very much obliged if you will kindly have the signature of your president legalized before a notary, so that we can, on our part, have it legalized by the Consulate in New York, so as to protect our interests against any other concern obtaining or showing copies.

In reading over our contract we notice that in ceding us the rights on the film INTOLERANCE you only allow us six copies at the maximum. This number is insufficient as we calculate that we will need at least three copies for Spain and Portugal and one copy each for the other territories which would make seven. We beg you by the present to modify this clause so as to allow us at least the amount which we consider necessary.

Yours very sincerely,

Constantin Potrio

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

#70

October 1st,1918.

Mr. Constantin Potsios,
Attorney in fact for Gaytis & Mosco,
155 West 44th Street,
New York City.

Dear Sir:-

In reply to your favor of the 1st., inst, beg to advise that attached hereto is declaration by the Wark Corporation that it has leased to your concern exclusive exhibition rights of the photo-play "Intolerance" for a period of six (6) years, for the following territory:

Kingdom of Spain,
Republic of Portugal,

in accordance and pursuant to the terms of the written contract entered into by and between you and the undersigned, on September 30th,1918. Beg to advise, however, that pursuant to the terms of this said contract same in conditioned upon payment of the balance due, of Ten thousand ($10,000.) dollars at the time of the delivery of the print called for therein, otherwise said contract and the right herein provided for will lapse become null and void, at the option of the undersigned. We also beg to advise in accordance with your request your concern may purchase or have in their possession seven (7) prints of "Intolerance" instead of six (6), as mentioned in the aforesaid contract pursuant to the terms thereof.

Yours very truly,

WARK PRODUCING CORPORATION,
By

President.

AATB/MOC

The undersigned the WARK PRODUCING CORPORATION, of the City and State of New York, sole owners of the Motion Picture "INTOLERANCE" produced by D.W. Griffith do hereby declare that they have ceded the Exclusive Exhibition Rights to Messrs. Gaytis and Mosco of Rome, in accordance with previous contract for the Kingdom of Spain and the Republic of Portugal.

WARK PRODUCING CORPORATION,
By

President.

CITY OF NEW YORK, )
)ss.
COUNTY AND STATE OF NEW YORK. )

On this day of October, 1918, before me personally appeared ALBERT H.T. BANZHAF of the City of New York, Borough of Brooklyn, with whom I am personally acquainted, he being by me duly sworn said that he resides in the Borough of Brooklyn, City of New York, State of New York, that he is the President of the WARK PRODUCING CORPORATION described in and who executed the above instrument, that he knows the corporate seal of said CORPORATION, that the seal affixed to the within instruments is such seal, that it was so affixed by general order of the Board of Directors of said CORPORATION, that he signed his name thereto as President by like authority.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Oct. 1, 1918.

Mr. A. H. T. Banzhaf,
#2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:

We are enclosing herewith statement of our accounts as per our records on Sept. 21, 1918.

A week or ten days ago I received a telegram from you requesting that all statements of this kind should be sent to the Hearts Of The World Company, #720 Long Acre Bldg., New York, and later I received another message from you asking me to disregard this request.

I have been receiving numerous letters and telegrams from the Hearts Of The World Company, most of which bore your signature, but with no semblance to your language. I assume therefore, that someone else has been sending messages and letters over your signature. One of the latest letters, I noticed, bore the familiar chirography of our old friend Mr. Epping. He has apparently been asking a lot of questions, and we are working hard to compile proper answers to them.

However, until otherwise notified, we will forward all information and figures of this kind thru you.

Yours very truly,

ECB:W.

Oct. 1, 1918.

Mr. A. H. T. Banzhaf,
#2 Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:

I suppose you have a copy of the letter signed by the Auditor of the Hearts Of The World, to Mr. Zukor, dated Sept. 20th. Mr. Griffith handed this letter to me but did not say where he received it, although I am assuming that you forwarded it to him.

In this letter the Auditor makes three suggestions, one of which is that we bill all prints of"Hearts Of The World" to the Hearts Of The World Company in New York, at the actual cost of printing and developing. I suppose his claim for this is based on the fact that so far the Famous Players Lasky Corporation have furnished all the positive stock. If this billing is to behandled in the way suggested, the Griffith Studio is going to lose about three cents a foot on all positive prints made from now on, and if they insist upon this, it would be my suggestion that Mr. Griffith arrange to advance the money for this positive stock himself, and the studio could reimburse him as the prints are sold.

While Mr. Griffith was in San Diego, last week with some twenty five of our company, I sent one of our office clerks along with him to help take care of the vouchers, and this made me very short of help here in the office, but I am now working upon the footage and shipment record of the copies of the"Hearts Of The World", sold thus far, which I trust to be able to forward to you within a very few days. I believe I have made this statement to you before, but this time it goes.

From this statement it will be seen just what we have sold on open account and on C. O. D's, and also what prints we have on hand. The statement will also show what is due the Famous Players on account of the positive film they have furnished us.

Yours very truly,

ECB:LW.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

October 1st 1918.

D. W. G. CORPORATION

-TO-

ALBERT H. T. BANZHAF, DR.

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

To Professional services for month of September - - -$150.

Received Payment,

OCT 8 1918

PHONE HOME 59164
HOLLYWOOD 3381

Los Angeles, Cal., Oct 1 1918

M D W Griffith Studio
4500 Sunset Blvd

To **P. A. McCOOL** Dr.

# Plumber

**1654 N. Vermont Avenue**
**Corner Prospect**

| | | |
|---|---|---|
| As per attached Bills | 4 05 | ✓ |
| " " " " | X 97 00 | No check |
| " " " " | 23 75 | ✓ |
| " " " " | 25 60 | ✓ |
| " " " " | 2 75 | ✓ |
| " " " " | 3 30 | ✓ |
| " " " " | 9 95 | ✓ |
| " " " " | 1 00 | ✓ |
| " " " " | 49 25 | ✓ |
| | $216.65 | |
| | 97.00 | |
| | $119.65 | |

paid by ck # 2149 11/9/18
excepting the $97.00 item

Paid by Ck # 2149 11/9/18

San Francisco, Calif.

Oct. 1, 1918.

This agreement entered into 5th between Sol. L. Lesser, owner of the State rights for California of the Motion Picture Production known as D. W. Griffith's "Intolerance" , and D. W. Griffith, does hereby specify that when this motion picture play is re-edited that Mr. Griffith will turn over to Sol. L. Lesser, free of charge and without extra expense, one print of the re-edited copy.

Mr. Sol. L. Lesser, agrees to turn over to D. W. Griffith, the rights to exhibit and exploit re-edition of said film in the Southern part of California, within the territory from and ~~including~~ excluding O K Pdd. the City of Santa Barbara, to the Mexican Border Line and within the Eastern and Western State Boundary Line. Sol. L. Lesser, will retain all territory in the state north of Santa Barbara.

It is further agreed that after Mr. D. W. Griffith has finished the exploitation of the Southern Part of California with this new edition of "Intolerance", that the rights shall automatically return to Sol. L. Lesser.

It is further agreed that while the film is in possession of D. W. Griffith, that he will not dispose or sell to a disinterested or a third party without securing the written consent of Sol. L. Lesser.

D W Griffith

Sol L Lesser

All Star Features Distributors Inc

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | X |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

October 2 1918  Program

DAVID W GRIFFITH HOTEL ALEXANDRIA

LOS ANGELES CALIFORNIA

ZUKOR CLAIMS RUMOR UNFOUNDED STOP HAVE CABLED BURLOCK DATA REGARDING FOOTAGE GREAT LOVE SHIPMENT BEAVORBROOKE GREAT LOVE BUSINESS FINE DO YOU RECEIVE STATEMENTS FROM FAMOUS PLAYERS STOP DO NOT BUY MORE THAN THIRTY THOUSAND FOURTH LIBERTIES THEY CANNOT BE USED TO PAY INCOME TAX EXCEPT BY SALE AT LOSS BUY FOR THIS PURPOSE GOVERNMENT SHORT TERM NOTES WHICH WILL BE ACCEPTED AT PAR FOR TAX PAYMENT YOUR BANK WILL ADVISE YOU ABOUT THEM

BANZHAF

Albert H T Banzhaf 2 Rector Street N Y C

New York, Oct 2 1918

# TITLE GUARANTEE AND TRUST COMPANY

176 Broadway, New York 175 Remsen Street, Brooklyn

Received from D. W. G. Corp. Epoch Producing Corp ~~Corp~~ Stock trust cert no 6 for indorsement of change in capital stock

W H Remsen

FOR THE COMPANY.

F. 4118 N. Y.

Los Angeles, California

October 2, 1918

Col. Willis Uline,
Commanding Officer,
Twenty-first Infantry,
U. S. A.
Camp Kearny, Calif.

Sir:

I desire to express to you my appreciation and thanks for your services and those of the Twenty-first Infantry for their very creditable showing and for the assistance which they rendered me in the making of the picture during the past week. It was indeed a pleasure to be assisted by so capable a corp.

I want you to know that I appreciate the efforts of yourself and your men and I am sure, when the picture is ready to be shown, that they will be a credit to us all.

Again thanking you for your kindness,

Very truly yours,

Oct 2 '18



In an effort to learn the situation that has arisen in the motion picture studios of Los Angeles as a result of the action of the I. A. T. S. E. in ordering a walk out of its members in certain of the film plants because of failure to comply with the demands of the organization, the representatives of all the studios concerned held a meeting yesterday at which Secretary Reynolds of the Producers' Association appeared and supplied information upon the existing conditions.

It was the concensus of opinion that the principle of open shop upon which the picture studios have hitherto been conducted should continue to be the basis of operations, in accordance with the proclamation of President Wilson of March 29th last.

It was found upon consulting this proclamation, which incorporated the principles and policies governing relations between workers and employers during the war, as adopted by the National War Labor Board, that one of these, especially emphasized, was that there should be no strikes nor lockouts during the war.

Realizing further that, in the same proclamation, the Board had stated that workers "shall not use coercive measures to induce persons to join their organizations nor to induce employers to bargain or deal therewith," and that a policy by a company dealing only with its employes under "open shop" conditions should not be deeded a grievance, the producers determined that they were fully justified in maintaining their position upon this point which was one of three which formed the basis of the union's demands.

On the second point -- that of time and a half for overtime, demanded by the union, it was pointed out quite clearly that the peculiar nature of the motion picture industry renders an agreement to this demand unjustifiable. As one of the producers present expressed it:--

"We cannot double up our expense and still live, and we believe that in war times we should not be compelled to employ additional men in order to avoid over time. Although we are opposed on general principles to working our men over time, nevertheless we

think that Labor should not be conserved and that as long as our men are satisfied, the unions should join with us to the end that we can release as many men as possible from an industry which by courtesy of our Government has been classed as essential."

It was further elicited in the course of the discussion to ascertain the attitude of the producers, that the studios generally have done their best to meet the conditions as presented to them from time to time; and that the producers are satisfied to meet expected increases in living cost by reasonable advances in wages.

In the matter of the scale of wages, which was the third point of the labor organization's contentions, it was learned that the studios have previously granted the scale asked for mechanics of $6 for an 8-hour day. In many cases more than the scale demanded was being paid.

The final agreement reached by the assembled representatives was to the effect that:

The open shop principle will be adhered to on the foundation expressed in the findings of the War Labor Board and embodied in the President's proclamation.

The time and a half for over time is inconsistent with the nature of the industry and therefore irreconcilable.

The wage scale demanded is being voluntarily complied with.

It developed during the meeting that the present situation is a peculiar one and is occasioned by a controversy between the I. A. T. S. E. and the United Brotherhood, both of which unions are claiming jurisdiction over the motion picture industry, and the union men embraced in and affiliated with the United Brotherhood have continued to work at the studios being entirely satisfied with the conditions. As every studio has been run as an open shop, this has created a complicated situation which all of the interested parties are endeavoring to straighten out.

The meeting was representative of the industry and included the following:

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Vitagraph Company, represented by Mr. Smith;

Fox Film Corp., represented by Mr. Wurtzel;

L. K. O. Company, represented by Mr. Jacobs;

Metro Pictures Corp., represented by Mr. Butler;

D. W. Griffith Productions, represented by Mr. Griffith and Mr. Bidwell;

Robert Brunton Studios, represented by Mr. Levy;

Universal Film Mfg. Co., represented by Mr. Sistrom;

Triangle Film Corp., represented by Mr. Sellers;

Wm S. Hart Productions, represented by Mr. Allen

Thomas H. Ince Productions, represented by Mr. Ince and Mr. Read;

Lasky Studios, represented by Mr. Lasky and Mr. Hoffman;

Morosco Studios, represented by Mr. Garbutt and Mr. Eyton;

Rolin Film Corp., represented by Mr. Roach;

Christie Comedy Co., represented by Mr. Charles Christie;

Sunshine Comedies, represented by Mr. Lehrman;

Mack Sennett Comedies, represented by Mr. Waldron;

Hampton Studio, represented by Mr. Kerrigan.

RECOMMENDATIONS: In re, MOVING PICTURE CONTROVERSY.

The undersigned, duly appointed by the Hon. W. B. Wilson, Secretary of Labor, as Commissioner of Conciliation, and assigned in the above entitled controversy as Mediator, after discussing the various angles of the controversy with representatives of the Local No. 33, of the I.A.T.S.E. and the M.P.M.O. of Los Angeles, Calif. and with their mutual consent, do hereby recommend as a fair basis of settlement, the following, to-wit:

1. That eight (8) hours shall constitute a day's labor, regardless of which eight hours out of the twenty four (24) hours shall be named by the employer.

2. That the minimum wage to be paid shall be as follows:

CARPENTER'S DEPARTMENT:

A. Shop Foreman, $50.00 per week; no overtime.
B. Gang " 6.50 per day; with overtime over 12 hours.
C. Skilled carpenters, including field and location carpenters, 75¢ per hour; with overtime over 12 hours.

ELECTRICAL DEPARTMENT:

D. Chief Electrician, $50.00 per week, no overtime;
E. Skilled electrician, 75¢ per hour; with overtime over 12 hrs.
F. Skilled Lamp Operators, 62½¢ per hr.; Overtime over 12 hours.

PROPERTY DEPARTMENT:

G. Chief Propertyman, $50.00 per week; no overtime;
H. Propertyman with Director; $30.00 per week; no overtime;
I. Ass't Propertyman with Director, $20.00 per week; no overtime.

NOTE:
The wage scale for all employes in the Property Department other than the above in paragraphs "G", "H" and "I", to be fixed by each studio.

GRIPS:

J. Grips, 62½¢ per hour, with overtime over 12 hours.

3. All overtime to be paid for at straight time up to twelve (12) hours. Overtime over twelve (12) hours to be paid for at time and one-half.

4. Employers not to call men for less than four (4) hour's work.

5. All work on Sundays and the following holidays, July 4th, Thanksgiving day; Labor day, Christmas and New Year's day shall be paid for at the rate of time and one-half.

6. That the wage scale agreed upon become effective as of September, 19, 1918, and remain in force for one year.

7. That during the life of this plan of settlement there be no discrimination on the part of the employer against Union men.

8. That the interpretation of an "open" shop be referred to the National War Labor Board.

9. That agreements be reached between employees and individual studios, covering the return of employees who ceased work on or about August, 28th, 1918.

10. That Propertymakers in Property Making Departments receive not less than 75c. per hour with overtime as provided in Article #3. Assistant Propertymakers receive not less than 62½c. per hour with overtime as provided in Article #3. That unskilled workers in the Property Making Department be paid at prevailing wage rates.

11. That skilled mechanics hired as Painters, Paper-hangers, Artists, Masons, Plumbers and Upholsters be paid 75c. per hour with overtime as provided in Article #3.

12. That Studio Managers reserve the right to change the skilled mechanics from one department to another as circumstances may require, the prevailing rate of wage to apply.

13. That during the life of this agreement there shall be no demand for an increase in wages, further, there shall be no strikes or lockouts.

14. That if any issue arises during the life of this agreement between the employers and Local No. 33, of the I.A. T.S.E. and the M.P.M.O. or their members employed in the studios located in Southern California, that no action be taken until such issues have been submitted to the undersigned Mediator for possible adjustment.

Respectfully,

U.S. Commissioner of Conciliation.

Minutes of the regular monthly meeting of the Motion Picture Producers' Association held at the office of the Association, 1004 Hollingsworth Building, Wednesday, October 2nd, 1918, at 8:30 P.M.

There were present:

| | |
|---|---|
| Mr. H. O. Davis | Mr. J. Crone |
| Mr. Chas. Christie | Mr. Frank A. Garbutt |
| Mr. W. S. Smith | Mr. Jack Kelly |
| Mr. Louis Seiler | Mr. Wm Sistrom |

President Davis presided.

On motion, duly seconded, the reading of the minutes of the adjourned metting of September 9th, were dispensed with.

Mr. Garbutt submitted the Treasurer's report, which follows:

| | | |
|---|---|---|
| Balance in bank Sept. 1, 1918. | | 4273.13 |
| Receipts for September, | 300.00 | |
| Disbursements for Sept., | 320.00 | |
| Balance on hand October 1, | | 4253.13 |

On motion duly seconded the Treasurer's report was received and placed on file.

The Secretary submitted a report of disbursements for August and September amounting to $44.08, for the Association, and an item of $158.12 for expenses in operating a mechanical department in the Service Bureau during the labor controversy.

On motion duly seconded, these items, together with the Secretary's allowance were ordered paid.

A letter was read from District Council of Painters, No.36, asking for an increase in wage scale for the painters, paper hangers, and decorators, to $6.00 a day and overtime, same as granted to the I.A.T.S.E. It was suggested that the Secretary formulate a reply in answer to this letter as follows:

October 4th, 1918.

Mr. G. A. Twitchell,
Rec. Sec., District Council of Painters, No.36,
Labor Temple, Los Angeles, Cal.

Dear Sir:

Replying to your esteemed favor of the 30th ult., the wage scale agreed upon with Government Mediator Charles T. Connell, was 75¢ per hour for skilled mechanics, hired as painters, paper hangers, and artists. All overtime to be paid for at straight time up to twelve hours; overtime over twelve hours to be paid for at time and one-half.

All work on Sundays and the following holidays: July 4 - Thanksgiving Day - Labor Day - Christmas - and New Year's Day, to be paid for at the rate of time and one-half.

This agreement was made for one year and my understanding is that the studios are paying this scale.

Yours truly,
MOTION PICTURE PRODUCERS' ASSOCIATION.
By

Secretary.

The Secretary presented a letter from the Liberty Loan Committee, asking that the Producers arrange for the Tank Meeting on the evening of Saturday, October 12th. It was the general impression of those present that the Producers were contributing their time and resources in individual units and if a consolidated meeting was attempted it would only mean a duplication of their efforts, and it was thought that other arrangements might be made that would bring better results and the Secretary was instructed to confer with the Liberty Loan Committee, along these lines.

Letters were read from the Womans Club, Board of Trade, Business Mens Club, the Hollywood National Bank, and the Y.W.C.A., asking for financial assistance for the Hollywood Studio Club. After considerable discussion on the matter it was the consensus opinion that this matter was something that the Association could not undertake as a body and that it was a matter to be left to each individual studio to contribute as they felt justified in doing.

A communication from the Hollywood Citizens asking for support in their annual edition, was presented. No action was taken on the matter as it was felt that the funds of the Association could not be used for this purpose inasmuch as our Association has some out of town members who would not receive any benefit, and it was felt that this was a matter for each studio to handle as they thought best.

A letter was read from the Sunday Leader of Los Angeles, offering the columns of their publication to the industry; that they were going to inaugurate a campaign against Sunday closing movement at the coming election, and asked for the moral support of the producers. It was the opinion of those present that there was no objection to extending the moral support of the Association.

The Secretary read a letter from Henry W. Wright, Chairman of the District Exemption Board, which follows:

> "Through an understanding arrived at with this Board by your Association, it was proposed on your part that the motion picture industry in this vicinity would voluntarily submit a list of employees whom the industry would be able to keep continuously employed and thereby release all employees not so listed by you for employment in essential industries as specified in the Work or Fight regulations.
>
> "Complaint has come to this Board that this tentative understanding is not being carried out in good faith by all of the companies engaged in the motion picture business.
>
> "Will you therefore report to this Board immediately the names and addresses of all companies refusing to cooperate in this proposed arrangement?"

This matter was discussed at some length and it was felt that the matter was a very serious one and that everything possible should be done to prevent a repetition of the raids by the War Squad. On motion, duly seconded, the Secretary was instructed to send to the Exemption Board the names of the studios who were not cooperating with the Service Bureau in this undertaking.

The financial report of the Service Bureau was submitted, showing detail expenditure from August 17th to October 1st of $2504.27, and receipts for this period of $1346.97. $1161.59 of the expenses were considered extraordinary, being for fixed improvements in the fitting out of the Bureau, necessary printed matter and other expenses in getting the undertaking under way. It was felt that another thirty days operation of the Bureau should practically wipe out the deficit.

The question of engaging the women through the Bureau came up and on motion of Mr. Garbutt, seconded by Mr. Kelly, the following resolution was adopted:

RESOLVED: That on and after Monday, September 7th, the Bureau make no service charge for the procuring of the women for the studios who are members of this Association.

There being no further business to come before the meeting, the same adjourned.

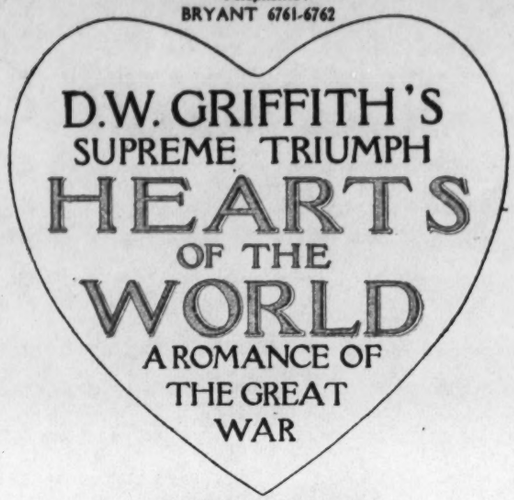
Secretary.

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

a W.




GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

Oct. 3rd, 1918.

Mr. D. W. Griffith,
Hotel Alexandria,
Los Angeles, Cal.

Dear Mr. Griffith:-

I enclose herewith Famous Players' check for $11,250.19 which represents fifty percent of the net profits of "Hearts of the World"'s own exploitation for the week ending September 28th. The Famous Players stated to me that beginning with the week ending Sept. 28th and every week thereafter, they will forward you from here a check for fifty percent of each week's net profits. The remainder of the profits, accruing from states' rights and exploitation prior to Sept. 28th, they will not distribute until they have received at this end money for all the C.O.D shipments which you have collected in Los Angeles. They claim that you should send them a bill for cost, plus reasonable profit of all prints which you have made for "Hearts of the World", for which they will pay you at this end in cash, and they also state that they have instructed Mr. Garbutt to make settlement with you regarding any moneys due to "Hearts of the World" on account of production. This amount, on May 25th, amounted to $25,446.11, but which, according to Mr. Bidwell's records, has been repaid by this time out of funds which were received from C.O.D.'s. Detailed statements showing each week's earnings are mailed you separately each week.

We take it that you have recently received from Mr. Garbutt $50,000.00 on account of profits prior to Sept. 28th. Will you kindly confirm this so that we may keep our records straight.

Mr. Epping is endeavoring to get a complete financial statement, but is handicapped owing to the fact that, whereas he knows the total value of the sales of the prints, he does not know the cost of manufacturing charges other than raw stock, and if you will instruct Mr. Bidwell to send him this information, he will

Oct. 3rd, 1918.

Mr. D. W. Griffith - - - - - - - #2

be able to send you a complete statement showing all the transactions and do the same the end of each month thereafter, this in addition to the weekly statements which you receive. In this way you can always keep yourself posted of the financial standing of this production.

With kindest regards,

Sincerely,

Albert H. Banzhaf

Hearts
State Rights

October 4th 1918.

Mr. David W. Griffith,
4500 Sunset Boulevard,
Los Angeles, Calif.

Dear Mr. Griffith:

Mr. Mathew, of Guatamala City, Guatamala, is interested in the rights for "Intolerance" in the Central American Countries and possibly the West Indies, which should be included in any sale with Central America. He is anxious to see "Intolerance" and would like to talk to you regarding the purchase of the same for the above territory.

Anything you can do for him I am sure will be greatly appreciated.

Very truly yours,

AHTB./D

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

October 4, 1918

Mr. Arthur Wright,
Currier Bldg.,
Los Angeles, Calif.

Dear Sir:

Following our conversation this morning, I am enclosing herewith the two notices regarding Insurance policy No. 4855765, received by Mr. Griffith and which he wishes you to attend to.

Very truly yours,

Secretary to Mr. Griffith

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Oct. 4, 1918.

Famous Players-Lasky Corporation,
485 Fifth Ave.,
New York, N. Y.

Attention of Mr. Stilson:

Dear Mr. Stilson:

Will you be so kind as to write me a letter personally, giving me full instructions on shipments to Toronto. I make this request because so far our instructions have come by telegraph and are more or less incomplete.

In regard to the last Toronto shipment, I had these films packed and unpacked, and in the custom's office and out of the custom's office, covering a period of ten days, as the regulations seemed to change almost every day. We finally received your instructions which were to make shipment to Detroit, instead of Toronto, and you gave us a list where we should forward the invoices. I naturally supposed that the idea of shipping to Detroit, was in order to facilitate getting across the border, and that all certified manifests, export declarations, etc., would be handled from there. I have since been informed that the shipment is held up at Detroit, pending receipt of certified declarations from this office, which I forwarded yesterday.

So far, these instructions have been relayed thru the Lasky office here, and suppose there has been more or less opportunity for omissions in instructions to me, although I do not know that this has been the case.

Your assistance in this matter will be greatly appreciated.

Yours very truly,

D. W. GRIFFITH STUDIO.

BY

ECB:LW. MANAGER.

ALL STAR FEATURES DISTRIBUTORS, Inc.
SOL L. LESSER, Pres. and Gen. Mgr.
Controlling
California, Oregon, Washington, Idaho Nevada, Utah, Wyoming, Colorado, Montana, Arizona and New Mexico

MID-WEST
Hearts of the World Co.
GEO. H. DAVIS and SOL L. LESSER
CHICAGO, ILL.
GEO. H. DAVIS, General Manager

Controlling
Wisconsin, Minnesota, North Dakota, South Dakota, Iowa, Nebraska, Missouri, Kansas, Arkansas, Oklahoma and Texas

TELEPHONE CONNECTIONS CABLE ADDRESS "FILMS"

DISTRIBUTORS OF
D. W. Griffith's
SUPREME TRIUMPH
Hearts of the World
*The Sweetest Love Story Ever Told*
*A Romance of the Great War*

GENERAL OFFICES
191 GOLDEN GATE AVE., SAN FRANCISCO, CAL.

Now Playing
44th Street Theatre
NEW YORK
Garrick Theatre
PHILADELPHIA
Olympic Theatre
CHICAGO
Majestic Theatre
BOSTON
Alcazar Theatre
SAN FRANCISCO
Auditorium Theatre
LOS ANGELES

October
fifth
1 9 1 8.

Mr. W. E. Keefe,
c/o D. W. Griffith Studios,
4500 Sunset Boulevard,
Los Angeles, Cal.

Dear Bill:-

I enclose you herewith my assignment of Southern California rights for "INTOLERANCE", according to my promise to Mr. Griffith.

You will note I made one change - "excluding the City of Santa Barbara". Mr. Griffith, if you will remember, said that he didn't care about this town and that I could retain it. I have therefore changed the agreement "excluding Santa Barbara".

I also wish to acknowledge with thanks receipt of the letter for Mr. Ludvigh. I am making arrangements to leave for the East promptly so that I can dispose of this matter.

Very truly yours,

SLL

(Enclosure)
SLL*P

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Octbber 5 1918 Wark

E C BIDWELL 4500 SUNSET BOULEVARD
LOS ANGELES CALIFORNIA

CANADIAN OWNERS INTOLERANCE HAVE ORDERED TWO PRINTS FOR IMMEDIATE DELIVERY HAVE ALSO CONTRACT TO DELIVER TO FOREIGN PURCHASERS TEN PRINTS FLASH TITLES AS PER ORIGINAL NEGATIVE HAVE WIRED MR GRIFFITH REGARDING THIS HAVE RECEIVED NO ANSWER WIRE AT ONCE WHEN SHIPMENTS CAN BE MADE VERY IMPORTANT GOVERNMENT MAY LIMIT LENGTH OF FILM THEREFORE ADVISABLE YOU ORDER AHEAD ON RAW STOCK FOR HEARTS BIRTH AND INTOLERANCE.

BANZHAF

2 Rector Street N Y C

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Hearts

October 5 1918

DAVID W GRIFFITH HOTEL ALEXANDRIA
LOS ANGELES CALIFORNIA

SHAUER HAS OFFER OF TEN THOUSAND FOR HEARTS JAPAN PHILIPPINES CHINA EXCEPT HONG KONG DUTCH EAST INDIES SIAM HINDU CHINA HE AND ZUKOR BELIEVE OFFERS SHOULD BE ACCEPTED SEEMS ADVISABLE TO ACCEPT ON ACCOUNT OF GENERAL CONDITIONS PLEASE ADVISE.

BANZHAF

2 Rector Street N Y C

POSTAL TELEGRAPH—CABLE COMPANY

# NIGHT LETTERGRAM

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED) TRANSMITS AND DELIVERS THIS NIGHT LETTERGRAM SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS BLANK.

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

DELIVERY NO. 11[illegible]3

INDEPENDENT COMPETITIVE PROGRESSIVE

4L—26036

20GSOM ~~XXX~~ NL 5A
118

GS LOSANGELES CALIF OCT 6 1918

A. H. T. BANZHAF,

TWO RECTOR ST., NEWYORK

ALTSCHULER ADVISES CAN SHIP TEN EUROPEAN AND TWO CANADIAN COPIES INTOLERANCE IN THREE WEEKS WHICH MOST IMPORTANT CANADIAN OR EUROPEAN STOP. WOULD BE IMMENSE ASSISTANCE TO US IF YOU COULD ADVANCE TWO THOUSAND DOLLARS TO TAKE CARE PAY ROLL ON THIS WORK TO BE APPLIED AGAINST COST OF PRINTS AS FREE PROPAGANDA PICTURES BEING PRODUCED HAVE REDUCED OUR FINANCES STOP. MR. GRIFFITH ADVISES NOT TO MAKE INTOLERANCE COPIES FOR FUTURE REQUIREMENTS STOP. REGARDING POSITIVE FOOTAGE TAX ON HEARTS OF WORLD, I PAID THIS HERE ON COPIES SOLD COD BUT NOT ON THOSE SENT GREY AND OTHER REPRESENTATIVES IN EAST FOR WHICH HAVE NOT YET MADE CHARGE IF THIS IS WRONG WILL TAKE STEPS TO RECOVER REFUND FROM GOVERNMENT.

E. C. BIDWELL

6 for S. A.
6 for Spain
2 for Canada
2 for France

THE POSTAL TELEGRAPH-CABLE COMPANY

TRANSMITS AND DELIVERS THE WITHIN NIGHT LETTERGRAM SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

The Company will receive, not later than midnight, NIGHT LETTERGRAMS, written in plain English, to be transmitted only for delivery on the morning of the next ensuing business day, at rates still lower than its standard night message rate, as follows:

The standard day rate for a ten-word day message shall be charged for the transmission of a NIGHT LETTERGRAM, containing fifty words or less, and one-fifth of the standard day rate for a ten-word day message shall be charged for each additional ten words or less in such NIGHT LETTERGRAM.

To guard against mistakes or delays, the sender of a message should order it REPEATED; that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeated message rate is charged in addition. Unless otherwise indicated on its face, THIS IS AN UNREPEATED MESSAGE AND PAID FOR AS SUCH, in consideration whereof it is agreed between the sender of the message and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any UNREPEATED message, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any REPEATED message, beyond fifty times the sum received for sending the same, UNLESS SPECIALLY VALUED; nor in any case for delays arising from unavoidable interruption in the working of its lines: NOR FOR ERRORS IN CIPHER OR OBSCURE MESSAGES.

2. In any event the Company shall not be liable for damages for any mistakes or delays in the transmission or delivery, or for the non-delivery of this message, whether caused by the negligence of its servants or otherwise, beyond fifty times the REPEATED message rate, at which amount this message, if sent as a REPEATED message, is hereby valued, unless a greater value is stated in writing hereon at the time the message is offered to the Company for transmission, and an additional sum paid or agreed to be paid based on such value equal to one-tenth of one per cent. thereof.

3. The Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other Company when necessary to reach its destination.

4. Messages will be delivered free within the established free delivery limits of the terminal office. For delivery at a greater distance a special charge will be made to cover the cost of such delivery.

5. No responsibility regarding messages attaches to this Company until the same are presented and accepted at one of its transmitting offices; and if any message is sent to such office by one of this Company's messengers, he acts as the agent of the sender for the purpose of delivering the message and any notice or instructions regarding it to the Company's agent in its said office.

6. This Company shall not be liable for damages or statutory penalties in any case where the claim is not presented in writing within thirty days after the message is filed with the Company for transmission.

In further consideration of the reduced rate for this special "NIGHT LETTERGRAM" service, the following special terms are hereby agreed to:

(a) NIGHT LETTERGRAMS may at the option of the Telegraph Company be mailed at destination to the addressees and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such NIGHT LETTERGRAMS at destination, postage prepaid.

(b) NIGHT LETTERGRAMS shall be written in plain English. Code language is not permitted.

7. The above terms and conditions shall be binding upon the receiver as well as the sender of this NIGHT LETTERGRAM.

8. NO EMPLOYEE OF THIS COMPANY IS AUTHORIZED TO VARY THE FOREGOING.

CLARENCE H. MACKAY, PRESIDENT.

CHARLES C. ADAMS, VICE-PRESIDENT.

EDWARD REYNOLDS, VICE-PREST. AND GENERAL MANAGER.

CHARLES P. BRUCH, VICE-PRESIDENT.

THE FASTEST TELEGRAPH SERVICE IN THE WORLD

Mr. Calhoun
Receipt
Date
Sent
Received

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

# TELEGRAM

DELIVERY NO. 11

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

*This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram).* Form 16

24GSOM 5A 52 NL-

GS LOSANGELES CALIF OCT 6 1918

Gish Paramount

A. H. T. BANZHAF

2 RECTOR ST NEWYORK

KINDLY PLEASE REPORT OPINION ON BATTLING JANE DOROTHY GISH PICTURE MY OWN OPINION THIS RATHER ROUGH BUT DIFFERENT AND SEEMED TO PLEASE THE AUDIENCE AS WE OFTEN OVERESTIMATE THEIR INTELLIGENCE HER NEXT PICTURE IS MUCH BETTER CLASS WITH GOOD SETS AND ON A MUCH HIGHER PLANE WILL APPRECIATE YOUR ADVICE REGARDING THIS.

D. W. GRIFFITH

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

# TELEGRAM

DELIVERY NO. 14

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

*This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram).* Form 16

23GSOM 50 NL 5A

GS LOSANGELES CAL OCT 6 1918

A. H. T. BANZHAF

2 RECTOR ST NEWYORK

SENT YOU WIRE REGARDING BATTLING JANE SHOW THIS TO ZUKOR THOUGHT PERHAPS BATTLING JANE EXPERIMENT MIGHT BE WORTH WHILE BUT AM AFRAID IT WAS MISTAKE STOP GET ESTIMATE ON WHAT BUSINESS THEY EXPECT GREAT LOVE TO DO THIS VERY IMPORTANT THAT I MAY KNOW HOW MUCH I CAN SAFELY SPEND.

D. W. GRIFFITH

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Telegram | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Telegram | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.


**RECEIVED AT MAIN OFFICE, 608-610 SOUTH SPRING ST., LOS ANGELES, CAL.** ALWAYS OPEN

T15NY HA 92 NL

SI NEWYORK OCT 7 1918

E C BIDWELL 50

GRIFFITH STUDIO 4500 SUNSET BLVD LOSANGELES CALIF

WILL NEED FOLLOWING COPIES ORIGINAL INTOLERANCE SIX FOR SOUTH AMERICA FOUR ENGLISH TWO SPANISH TITLES CAN HAVE SPANISH TITLES MADE HERE IF DESIRED SIX FOR SPAIN PORTUGAL ETC WILL FLASH TITLES ONLY TWO FOR CANADA AND TWO FOR FRANCE ENGLISH TITLES TWO FOR CANADA SHIP FIRST MAKING SIXTEEN IN ALL THEREFORE ADVISE PRINTING TWENTY AS COPIES WILL BE QUICKLY DISPOSED OF WILL FORWARD TWO THOUSAND BY CHECK ACCOUNT INTOLERANCE EXPENSES ADVISE TOTAL NUMBER OF PRINTS HEARTS ON WHICH YOU PAID

Form 1201


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Telegram | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

RECEIVED AT MAIN OFFICE, 608-610 SOUTH SPRING ST., LOS ANGELES, CAL. ALWAYS OPEN


SHEET 2 T15NY

FEDERAL TAX ADJUSTMENT FOR OVERPAYMENTS WILL BE MADE HERE WITH FAMOUS PLAYERS

BANZHAF

1258A OCT 8

Form 1228

Charge to the account of ~~D W Griffith Longacre Bldg.~~ $

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | X |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Hearts

Oct. 7th, 1918.

D. W. Griffith
Hotel Alexandria,
Los Angeles, California.

Had interview with Nethersole today offered him one hundred fifty week to handle Hearts, Birth and Intolerance for France with two percent net profits on each production.he to give answer Wednesday. Zukor agreeable. Wire your opinion. Looks like splendid opportunity high class man. Regards.

Banzhaf

Form 132 2-18

(For United States Customs and War Trade Board)

# SHIPPER'S EXPORT DECLARATION

## of Merchandise Shipped to Foreign Countries or Non-Contiguous Territories of the U. S.

Clearance will not be granted until shipper's declaration has been filed with the Collector of Customs.
U. S. Government export statistics are compiled from this declaration and it must be correct.

This space for use of Customs

No. _____

(Code No. Dist.) (Port.)

Goods Shipped by D. W. GRIFFITH STUDIO.
(Name of actual shipper.)

Address 4500 Sunset Blvd. (Number.) (Street.) (City.) (State.) From Los Angeles (Place of Original Shipment.)

Via American Ry. Express (Carrier from interior point, if any.) For shipment on the (Name of carrier. If vessel, give name, motive power, and flag if known.)

From Detroit, Mich. (U. S. Customs port of exportation.) To ultimate foreign destination Toronto, Canada. (City.) (Country.)

| Marks and Numbers | Number and kind of packages, e.g., 17 crates, 40 boxes, 60 cases, 75 bags, 90 barrels, etc. | COMMODITY. Describe the articles fully, as canned pork, printed cotton cloth, printing presses, apples, etc. General terms such as meats, dry goods, machinery, fruits, etc., will not be accepted. Read instructions on back. | War Trade Board Code Number | Quantity (net weight only.) State in standard export units, as lbs., tons (of 2,240 lbs.), gallons, yards, bushels, barrels, etc. | Value at time and place of shipment: U. S. Products including foreign goods altered or remanufactured in the United States (Dollars) | Value at time and place of shipment: Foreign Products in same condtion as imported. (Only) |
|---|---|---|---|---|---|---|
| W. T. B. Export License No. R A C #8 | | Date of expiration | | 1, 191 | | |
| 4 Wooden Boxes consigned to Famous Players Lasky Corporation. Royal Bank Bldg., Toronto, Canada. | 4 Wooden Boxes | Positive Motion Picture Film "Battling Jane" 4 prints - 5 reels per print Total 20 Reels. | | 17444 | $1439.00 | |

Waybill or manifest

No. _____, _____, 191

I certify that above-described goods were shipped as stated herein except as otherwise noted.

_____, 191 _____, Inspector of Customs.

I, the undersigned, solemnly and truly declare that the above statement is a complete, just, and true account of all merchandise shipped by the party named; on board the vessel, car, or vehicle; and to the place or country named above; and that the description and quantity of each article is truly stated and that the values thereof are the actual costs or true market values at the time and place of shipment for exportation; I further declare that none of the merchandise described above is to be laden on any other vessel in port than that named above or transshipped on the high seas except as fully stated above; I further declare that none of said merchandise is shipped or to be delivered in violation of any of the provisions of the "Trading with the Enemy" act,

approved October 6, 1917; that Famous Players Lasky Corporation, of Toronto, Canada is the actual consignee of the said merchandise, and that if the shipment is made to a bank or other broker, factor, or agent, that Famous Players Exchanges of Calgary, Montreal and Toronto. (Name.) (Address.), is the actual consignee on whose account the shipment is made.

Sworn and subscribed to before me

on OCT 8 - 1918 191

(Signature) D. W. GRIFFITH STUDIO

(Capacity) By E. C. Bedwell (Member of firm, secretary, agent, etc.) MANAGER.

(Address)

(Collector, notary public, etc.)

# INSTRUCTIONS.

## Read carefully to avoid delay at shipping point.

This form must be prepared in quadruplicate for **all** merchandise shipped to a foreign destination, **except shipments** in transit through the United States from one foreign country to another, and in duplicate for merchandise shipped between the United States and its noncontiguous territory. When merchandise is shipped foreign, four copies of this form must be presented to the collector of customs for each consignment. The collector will retain the original and one copy and deliver the other two copies to the shipper. The shipper will present one copy to the steamship company and deliver the other copy with the goods to the inspector of customs on the dock, without which no goods will be received. The copy delivered to the steamship company must accompany the goods on their voyage and be delivered by the master to the American Consular officer with the manifest at the port of discharge. The copy delivered to the inspector of customs upon which he will make his notifications of short shipment, etc., must be delivered to the vessel to be attached to the manifest delivered to the collector upon clearance.

**Export license number and date of expiration must appear immediately above goods shipped thereunder.**

The War Trade Board code number of the article given on the export license must be inserted after each commodity in the column following the description on the face of this form.

If goods are to be delivered to other vessels in port or transshipped on the high seas, the articles, quantities, and values, and name and address of person, corporation, vessel, Government, etc., to whom transferred or delivered, must be stated on this form.

**1. Shipments from interior points for exportation.**—If shipped on a through bill of lading, the shipper must prepare the original export declaration in quadruplicate for foreign shipments and in duplicate for shipments between the United States and its noncontiguous territories and deliver forms to the carrier to accompany the shipping papers to the port of exportation. If shipped on a local bill of lading, the declarations may be attached thereto or mailed separately to the consignee at the seaboard.

(a) If the shipper prefers, he may place the original declaration, but not the carrier's extract, in a sealed envelope addressed to the Collector of Customs with his name indorsed thereon and the fact of sealing noted on the declaration and deliver it with the extract to the carrier. If goods are consigned to an agent at the seaboard for transshipment and exportation the shipper may mail the declaration and extract properly prepared direct to the agent.

(b) Upon arrival of the goods at the port of exportation, the carrier must immediately deliver the original declarations, sealed and unsealed, and the carrier's extracts to the Collector of Customs who will retain the original and certify the extract and return it to the carrier, vessel, or party named to attend to exportation.

**2. Exporting vessel or carrier.**—Care should be exercised in receiving goods destined for foreign countries or noncontiguous territories not accompanied by certified extracts or original declarations, as clearance will not be granted until the export declarations have been filed with the Collector. The copy must be attached to the vessel's manifest or car manifest or copy of waybill when presented for clearance.

**3. Before a clearance shall be granted for any vessel** bound to a foreign port, the owners, shippers, or consignors of the cargo of such vessel shall deliver to the Collector manifests (or declarations) of the cargo or the parts thereof shipped by them respectively, and shall verify the same by oath. Such manifest (or declarations) shall specify the kinds, quantities, and values of the articles and the foreign port or country of destination. (See sec. 4200, Rev. Stats., U. S.)

If any vessel bound to a foreign port departs on her voyage without delivering manifest and obtaining clearance, the master or other person in charge shall be liable to a penalty of $500 for every such offense. (See sec. 4197, Rev. Stats., U. S.)

Similar provisions apply to exportations by rail, vehicle, or ferry. (See sec. 1, act March 3, 1893.)

**4. The shipper must prepare this export declaration** and sign the four copies and the oath be taken on the original before a customs officer, notary or other authorized officer. The declaration must be signed by the shipper, but the oath may be omitted on shipments to Canada or Mexico by car, vehicle, or ferry. If the declaration is executed by an agent for the shipper the authority must be in writing on this declaration or other document filed with the Collector. The values and names of shippers may be omitted from the copies to be delivered to transportation company, but must always appear on the original and the copy for use of War Trade Board. The original is for the use of customs officers and will be treated as confidential and information not disclosed without written authority of the shipper or his agent. Export statistics are compiled from these declarations and all data required on the prescribed form must be furnished.

**5. Domestic articles exported.**—The value of all articles grown, produced, or manufactured in whole or part in the United States must be stated in the column of "U. S. Products."

**6. Foreign articles exported.**—The value of articles of foreign origin shipped out of the United States in the same condition as imported must be stated in the column of "Foreign Products." If foreign articles are subjected to any process of manufacture or alteration in the United States they become United States products and must be reported as such. Thus: Imported raw sugar refined in the United States should be reported as a domestic product.

**7. The value of articles** to be stated is the selling price or the true market value at the time and place of shipment for exportation.

**8. Description of articles exported** must be accurate and complete. General terms such as dry goods, groceries, meats, machinery, millinery, etc., will not be accepted. In the case of cheese the declaration must state whether filled or unfilled, oleomargarine whether colored or uncolored, butter whether pure, adulterated, or renovated.

**9. The kind of packages** as boxes, barrels, etc., and the net weight exclusive of outer coverings, must be specified.

**10. The total quantity** of each article expressed in the usual measure of pounds, tons of 2,240 pounds, yards, gallons, etc., must be stated. Domestic spirits exported must be stated in gallons of 50 per cent. alcoholic strength.

**11. The country of final destination of goods**—that is, the country to which goods are sold—must be shown. Special care should be exercised to state the final destination of goods shipped through Canada to Europe, and of goods to be transshipped in the United Kingdom, the Netherlands, Germany, and France en route to other countries.

**12. Inspection certificates.**—Process butter or butter adulterated or renovated must be accompanied by certificate of purity issued by the United States inspector of dairy products. Certificate of inspection must be presented to the Collector for meat and meat food products exported when required by the regulations of the Department of Agriculture.

**13. Export schedule B** may be obtained free of charge from the Bureau of Foreign and Domestic Commerce, Department of Commerce, Washington, D. C., and will be of much assistance to exporters.

**14. Sale and printing of blanks.**—Shippers export declarations may be obtained from Collectors of Customs at the price of 25 cents per block of 100. The export declarations may be printed by private parties providing they conform strictly to the official form in width, wording, color, and arrangement.

**To the Collector:** I hereby authorize.....

address.....,

to act as my agent for customs purposes in the exportation of the within-described goods. **Please deliver the certified duplicate accordingly.**

.....

**Shipper.**

October 9, 1918

Mr. Arthur Wright,
208 Currier Bldg.,
Los Angeles, Calif.

Dear Sir:

Herewith enclosed is check for $2185.20 premium as per attached notice. I am also sending you cash dividend receipt duly signed by Mr. Griffith.

Very truly yours,

Secretary to Mr. Griffith

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

October 9th 1918.

Mr. E.C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, California.

Dear Mr. Bidwell:

I have your three favors of the 1st inst., and note the contents thereof. One enclosing statements and records September 21st refers to telegrams and communications which were undoubtedly sent out by Epping and possibly over my name, and you are correct in continuing to send statements and information of this kind to me, and such statements which are necessary for Epping's files I can turn over to him.

In another one of the communications you sent a copy of a letter addressed to Epping and refer to the charge of $795 on account of musical score which is due Mr. Griffith. I have been advised by Mr. Epping that he has since forwarded a check to you for this amount from the "Hearts of the World" funds, and therefore this matter is closed. If not kindly advise me thereof.

You also refer to C.O.D. shipments in this and last letter of even date which Epping has endeavored to answer by his letter to you under date of October 8th 1918. These communications take up the matter of the adjustment of the over-draft D-1 made from your A-1 account which in turn was being liquidated by your C.O.D. shipments. The settlement of which matter by Garbutt has been suggested by Epping's letter to Zukor signed as Auditor of "Hearts of the World", and my letter of explanation to Mr. Griffith, which no doubt he handed to you. On the payment by Garbutt of this fund due Mr. Griffith which he borrowed from A-1, Mr. Griffith can in turn send his check covering the amounts for the C.O.D. shipments.

You stated in one of your communications that if the prints are handled in this manner Mr. Griffith's studio will lose 3¢ a foot on all prints for "Hearts of the World", but this is really not the fact. As previously stated, the studio should charge "Hearts of the World"

with the cost of printing, developing, expressage, packing and overhead and in addition thereto a profit for this work which you would charge any outside concern. If this total charge, for instance, would amount to 4½ or 5¢ a foot, then the profit for "Hearts of the World" would be either 3½¢ or 3¢ a foot and would be turned into the "Hearts of the World" funds as a profit. This profit would again in turn be divided equally between Mr. Griffith and the Famous Players-Lasky Co., so that Mr. Griffith would participate fifty-fifty in the profits derived from the sale of all prints at 8¢ a foot or in the profits from the sale of any and all prints over and above the cost which your studio would charge "Hearts of the World" for so printing and developing. The Famous Players' contention being that since all profits derived from the exploitation and handling of "Hearts of the World" are to be divided fifty-fifty ~~xxxx~~ any profits which the production might make on the sale of film, ~~xxxxxx~~ should also be so divided, and I believe that they are correct in this contention.

I trust I have made myself clear in this matter and that Epping's letter to you will also clearify the situation. As previously stated any expense or disbursements you have or make in connection with "Hearts of the World" should be charged to the production and billed to the office here and the same will be paid by Epping out of his contingent funds and any funds that you may receive for C.O.D. shipments, etc. should be sent here and accompanied with you bills for cost of printing and developing, reasonable profit, etc., and those bills will also in turn be paid to you out of the contingent funds here. By so doing I believe these accounts can be correctly handled without any confusion and payments will be made promptly and the whole matter will be much more satisfactory to all concerned.

With best regards, I remain

Very truly yours,

Albert H. Banzhaf
D

AHTB/D

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

# TELEGRAM

DELIVERY NO. 1655

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). Form 16

49GSOM 5A 185NL

HY LOSANGELES CAL OCT 10 1918

A H T BANZHAF

2 RECTOR ST NEWYORK

IN MAKING UP COST OF DOING COPIES OF HEARTS OF WORLD WE SHOULD HAVE TOTAL RECEIPTS ON THIS AS NO OTHER PEOPLE IN THE WORLD

CAN DO THE TRICK EFFECTS IN DEVELOPING AND PRINTING AT ANY COST IT IS CHEAP AT EIGHT CENTS AND WE LOSE MONEY ON IT THIS

HAS NOTHING TO DO WITH COMMERCIAL PRINTING PICTURE RECEIVING THE BIG PROFITS THAT THIS DOES SHOWING AT THIS PRICE SHOULD NOT BE CONSIDERED IN THE SAME LIGHT AS ANY OTHER FILM WE

SHOULD HAVE IT ALL BUT YOU MIGHT COMPROMISE BY CHARGING SIX CENTS A FOOT BUT WE LOSE MONEY ON THIS TAKE THIS UP WITH

ZUKOR AND MAKE IT STRONG THAT I DO NOT WANT TO BE ANNOYED WITH THIS CHEAP STUFF IF THEY DONT LIKE PRINTS MADE AT THIS PRICE

CAN QUICKLY FIND MONEY ELSEWHERE THAT WILL BE TICKLED TO DEATH STOP I WANT THESE MONEY SETTLEMENTS ALSO HUN WITHIN

STRAIGHTENED OUT QUICKLY HAVE THIS DONE IMMEDIATELY AS THESE ARE PERILUOUS TIMES AND THERE MAY BE NO MONEY TO GET IN A FEW

WEEKS STOP WIRE ME WHAT YOU ARE DOING WHAT PROGRESS

D W GRIFFITH

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

# TELEGRAM

DELIVERY NO. 1650

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). Form 16

50GS XH 135 N L

441AM

HY LOSANGELES CALIF OCT 10 18

T H T BANZHAF

2 RECTOR ST NEWYORK

IF THERE ARE NO RECEIPTS ON VARIOUS SHOWS DO NOT SEE HOW WE CAN DO ANYTHING ELSE BUT CLOSE UP PRODUCTION UNTIL THE EPIDEMIC IS OVER AS IF NOTHING IS COMING IN ON THE PROGRAMS THE ONLY THING WE CAN DO IS TO STOP EXPENSES UNTIL THINGS GET BETTER STOP DO YOU THINK ANY OTHER PLAN COULD BE DEVISED FOR RELEASING PICTURE THINK NATIONAL EXHIBITORS GET MORE OUT OF THESE PICTURES THAN THE ARTCRAFT TALK THIS OVER WITH GREY ADVISE STOP NEW PICTURE WOULD BE STRONG IN EIGHT REELS COULD CUT TO SEVEN FOR ARTCRAFT IS NOT TO BE COMPARED WITH GREAT LOVE BUT IS A SURE FIRE PICTURE AM HOLDING COPIES OF ROMANCE UNTIL I SEE HOW THINGS GO AS I AM NOT ANXIOUS TO HAVE THE PICTURE SEEN TOO FAR AHEAD OF RELEASE.

D W GRIFFITH.

New York Oct 10 1918

Frank A Garbutt,
6284 Selma Ave Oct 11 1918

At conclusion of two days of conference practically all distributors agreed to stop releasing new pictures after October fourteenth until November ninth entering into formal written agreement to that effect stop At same time all producing organizations with exception of a few at coast who could not be reached in time to be authoritatively represented agreed to stop producing forfour weeks in order to equalize period of no releasing stop Producers agreement requires posting of notice in all studios as follows stop To all artists and employees notice stop The prevailing epidemic has caused various state and municipal authorities in the United States and Canada to issue orders closing theatres in their communities stop By reason of these orders and to help carry out these policies designed to prevent the spread of the epidemic this notice is given stop The representative and important distributing companies in the United States have suspended their release of new pictures for the period of four calendar weeks effective October fifteenth thus closing for that period the market for new productions stop to meet the situation caused by the spread of the epidemic and the closing of a majority of the theatres in the United States and Canada it is necessary in the interests of every person engaged in the production of motion pictures to temporarily suspend production for a period of time equal to that covered by the suspension of release of new pictures stop Artists and others under contract are requested to consent to the suspension of their contracts both for services and compensation for four weeks following immediately upon the completion of the pictures upon which they are now engaged with the option to them of extending the term of their contracts for an equal period following immediately upon the expiration of the term of such contracts srop Employees not employed by contract will receive individual notice from the management as to the action necessary to be taken in their case of each individual stop It is confidently expected that the artists and employees in this studio will rally to the support of the management in the same loyal manner as has been indicated in other centers of production affected in this crisis stop.

Adolph Zukor.

File Studio - Pin to other studio papers

To All Artists and Employees Notice:

The prevailing epidemic has caused various State and municipal authorities in the United States and Canada to issue orders closing theatres in their communities. By reason of these orders and to help carry out these policies designed to prevent the spread of the epidemic this notice is given. The representative and important distributing companies in the United States have suspended their release of new pictures for the period of four calendar weeks effective October fifteenth, thus closing for that period the market for new productions. To meet the situation caused by the spread of the epidemic and the closing of a majority of the theatres in the United States and Canada, it is necessary in the interests of every person engaged in the production of motion pictures to temporarily suspend production for a period of time equal to that covered by the suspension of release of new pictures. Artists and others under contract are requested to consent to the suspension of their contracts both for services and compensation for four weeks following immediately upon the completion of the pictures upon which they are now engaged with the option to them of extending the term of their contracts for an equal period following immediately upon the expiration of the term of such contracts. Employees not employed by contract will receive individual notice from the management as to the action necessary to be taken in their case of each individual. It is confidently expected that the artists and employees in this studio will rally to the support of the management in the same loyal manner as has been indicated in other centers of production affected in this crisis.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

A STATEMENT TO EXHIBITORS.

By reason of the fact that a majority of theatres in the United States and Canada are closed, the undersigned companies have decided to release no new or reissued pictures for a period of four weeks commencing Tuesday October 15th, and ending Saturday November 9th, 1918.

Branch offices of these companies will continue to serve exhibitors with pictures regularly released prior to October 14th.

Serials and news reels will be the only exceptions and may be released as usual.

Affiliated Distributors Inc.
Edgar Lewis Productions
Famous Players-Lasky Corporation
First National Exhibitors Circuit
M. H. Hoffman, Exchanges
Fox Film Corporation
General Film Co.
Goldwyn Distributing Corp.
International Film Service, Inc.
Ivan Film Productions, Inc.
Metro Pictures Corp.
Mutual Film Corp.
Pathe Exchange, Inc.
Select Pictures Corp.,
Triangle Corporation
Universal Film Mfg. Co.,
William L. Sherry Service
World Film Corp.,
W. W. Hodkinson Corp.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THE

NEW YORK LIFE INSURANCE COMPANY

Home Office: 346 and 348 Broadway, New York, N. Y.

STATEMENT

Premium - $2185 20

Loan Interest

Note Interest

Grace Interest

*3472-R. B. May, 1912

**Received the Payment** (as per Marginal Statement)

DUE OCTOBER 22 1918 ON POLICY No 4855765

President

Countersigned by H. H. WARRMUND

By

Cashier LOS ANGELES BRANCH OFFICE

LAW OFFICES OF

ARTHUR WRIGHT

208-209-210 CURRIER BUILDING

LOS ANGELES, CAL.

October 10, 1918.

Mr. D. W. Griffith,
4500 Sunset Blvd.,
Los Angeles, Cal.

My dear Mr. Griffith:

We have paid your premium of $2185.20 due on Policy No. 4855765, with the check which you just sent us.

The dividend we allowed to go to your credit. The benefit of allowing the dividend to be accredited to you is that your policy will mature in less than twelve years instead of fifteen years. In other words, you will gain more than three years time by permitting the dividends to remain with the company and accumulate to your credit. I believe it to be just the thing for you to do under present circumstances.

Kindly call upon me if I can be of further service.

Respectfully yours,

Arthur Wright.

AW-B

P. S.:-- Am enclosing receipt herewith.

Picture C 3

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

| | | | | |
|---|---|---|---|---|
| 10/10 CR/1911 | | | | 10000 |
| Ex Dalarius | 1 14 | | 1500-<br>1500 | |
| | | | 10000 | 10000 |
| 10/11 Bal | | | | 8500 |
| Ord Koster | 2 245 | | 1825- | |
| L R Smith | 3 234 | | 180. | |
| " " " | " 18 | | 61. | |
| " " " | 4 11 | | 1000-<br>3066 | |
| | | | 8500 | 8500 |
| 10/14 Bal | | | | 5434 |
| L R Smith | 5 234 | | 390.<br>390 | |
| | | | 5434 | 5434 |
| 10/15 Bal | | | | 5044 |
| Ex Dalarius | 6 14 | | 3333-<br>3333 | |
| | | | 5044 | 5044 |
| 10/16 Bal | | | | 1711 |
| Cy Bush | 7 53 | | 250. | |
| Ex Dalarius | 8 14 | | 500-<br>750<br>961 | |
| | | | 1711 | 1711 |
| 10/23 Bal - returned to Brock & redeposited) | | | | 961 |
| See Page 85. | | | | |

Picture No 3-U-D-2-

| | Voucher | Appr No | | |
|---|---|---|---|---|
| 10/22 Ck 1985 | | | | 50000 |
| " 1988 | | | | 15000 |
| L. R. Smith | 1 | 234 | 360 | |
| " " " | " | 231A | 45 | |
| " " " | " | 215 | 180 | |
| " " " | 2 | 234 | 305 | |
| " " " | 3 | 234 | 315 | |
| " " " | 4 | 234 | 255 | |
| " " " | " | 256 | 25 | |
| Ex Salaris | 5 | 14 | 5250<br>6735<br>58265 | |
| | | | 65000 | 65000 |
| 10/23 Balance | | | | 58265 |
| Ex Salaries | 6 | 14 | 3500<br>3500<br>54765 | |
| | | | 58265 | 58265 |
| 10/26 Bal | | | | 54765 |
| Ck 1992 | | | | 10000 |
| " 2006 | | | | 60000 |
| Cash | 7 | 25 | 6075 | |
| Ex Salaries | 8 | 14 | 28000<br>34075<br>90690 | |
| | | | 174765 | 174765 |
| 10/29 Bal | | | | 90690 |
| Jos Kociol | 9 | 25 | 325 | |
| Ex Salaries | 10 | 14 | 28125<br>28450<br>62240 | |
| | | | 90690 | 90690 |
| Fwd 10/29 Bal | | | | 62240 |

Bal Brought Down

| | | | | |
|---|---|---|---|---|
| 10/29 | Balance | Voucher Page No | | 622 40 |
| | CK 2085 | | | 500 00 |
| | Lucas Drug Co | 11 257 | 85 | |
| | Ex Dalaris | 12 14 | 12250<br>12335<br>99905 | |
| | | | 112240 | 112240 |
| 10/30 | Bal | | | 99905 |
| | Miss Jones | 13 18 | 2988 | |
| | Ex Dalaris | 14 14 | 6500<br>9488<br>90417 | |
| | | | 99905 | 99905 |
| 10/31 | Bal | | | 90417 |
| | Lucas Drug Co | 15 257 | 50 | |
| | " " " | 16 " | 100 | |
| | Bio Koster | 17 245 | 1753 | |
| | Ex Dalaris | 18 14 | 500<br>2403<br>88014 | |
| | | | 90417 | 90417 |
| 11/1 | Bal | | | 88014 |
| | L. R. Smith | 19 235 | 600 | |
| | " " " | 20 " | 579 | |
| | N. Crighton | 21 2317 | 400 | |
| | Ex Dalaris | 22 14 | 3250<br>4829<br>83185 | |
| | | | 88014 | 88014 |
| 11/2 | Bal | | | 83185 |
| | CK 2115 | | | 20000 |
| | Cash | 23 257 | 115 | |
| | Ruth Ann Harwood | 24 245 | 80 | |
| | Mary A Jones | 25 18 | 3697 | |
| | Ex Dalaris | 26 14 | 2500<br>6392<br>96793 | |
| | | | 103185 | 103185 |
| Bal 11/4 | Brought Down | | | 96793 |

Bros (Ford)

| | | Voucher No | Acct No | | |
|---|---|---|---|---|---|
| 11/4 | Bal | | | | 96793 |
| | Mr A. P Hamberg | 27 | 235 | 50151 | |
| | Ex Salaries | 28 | 14 | 5000 | |
| | | | | 55151 | |
| | | | | 41642 | |
| | | | | 96793 | 96793 |
| 11/5 | Bal | | | | 41642 |
| | Ck 2120 | | | | 50000 |
| | Post Master | 29 | 257 | 600 | |
| | H. J. McKinley | 30 | 234 | 420 | |
| | Ex Salaries | 31 | 14 | 16000 | |
| | H Wittig | 32 | 232 | 500 | |
| | | | | 17520 | |
| | | | | 74122 | |
| | | | | 91642 | 91642 |
| 11/6 | Bal | | | | 74122 |
| | L R Smith | 33 | 215 | 9215 | |
| | Ex Salaries | 34 | 14 | 19500 | |
| | | | | 28715 | |
| | | | | 45407 | |
| | | | | 74122 | 74122 |
| 11/8 | Bal | | | | 45407 |
| | Ex Salaries | 35 | 14 | 13000 | |
| | | | | 13000 | |
| | | | | 32407 | |
| | | | | 45407 | 45407 |
| 11/8 | Bal | | | | 32407 |
| | Ex Salaries | 36 | 14 | 14750 | |
| | | | | 14750 | |
| | | | | 17657 | |
| | | | | 32407 | 32407 |
| 11/11 | Bal | | | | 17657 |
| | L. R. Smith | 37 | 239 | 1000 | |
| | Ex Salaries | 38 | 234 | 210 | |
| | | 38 | 14 | 2000 | |
| | | | | 3210 | |
| | | | | 14447 | |
| | | | | 17657 | 17657 |
| 11/12 | Bal | | | | 14447 |

Bal Brot Ford

| | Voucher | Acct No | | |
|---|---|---|---|---|
| 11/12 | | | | 14447 |
| Ex Salaries | 39 | 14 | 750 | |
| | | | 13697 | |
| | | | 14447 | 14447 |
| 11/13 Bal | | | | 13697 |
| Ex Salaries | 40 | 14 | 1000 | |
| | | | 1000 | |
| | | | 12697 | |
| | | | 13697 | 13697 |
| 11/14 Bal | | | | 12697 |
| Ex Salaries | 41 | 14 | 4750 | |
| | | | 4750 | |
| | | | 7947 | |
| | | | 12697 | 12697 |
| 11/15 Bal | | | | 7947 |
| Ex Salaries | 42 | 14 | 1000 | |
| | | | 1000 | |
| | | | 6947 | |
| | | | 7947 | 7947 |
| 11/16 Bal | | | | 6947 |
| 11/18 Ck 2213 | | | | 10000 |
| Extra Salaries | 43 | 14 | 2000 | |
| | | | 2000 | |
| | | | 14947 | |
| | | | 16947 | 16947 |
| 11/19 Bal | | | | 14947 |
| Leigh R Smith | 44 | 234 | 260 | |
| " | " | 231 | 820 | |
| Extra Salaries | 45 | 14 | 1750 | |
| | | | 2830 | |
| | | | 12117 | |
| | | | 14947 | 14947 |
| 11/21 Bal | | | | 12117 |
| Ck 2214 | | | | 30000 |
| L Ruggles | 46 | 215 | 485 | |
| Cash | 47 | 14 | 3000 | |
| Ex Salaries | 48 | 14 | 1500 | |
| | | | 4985 | |
| | | | 37132 | |
| | | | 42117 | 42117 |
| 11/22 Bal | | | | 37132 |

Bat Prod Fund

| | | | | |
|---|---|---|---|---|
| 11/22 | Bal | | | |
| | Ex Salaries | | | 37132 |
| | | 49 14 | 18550 | |
| | | | 18550 | |
| | | | 18582 | |
| | | | 37132 | 37132 |
| 11/23 | Balance CK 2245 | | | |
| | Frank L 10 | | | 18582 |
| | Ex Salaries | | | 40000 |
| | | 50 231 | 250 | |
| | | 51 14 | 21250 | |
| | | | 21500 | |
| | | | 37082 | |
| | | | 58582 | 58582 |
| 11/25 | Bal | | | |
| | CK 2260. | | | 37082 |
| | L Smith | | | 30000 |
| | Cash | 52 235 | 1543 | |
| | Ex Salaries | 53 25 | 2100 | |
| | | 54 14 | 27250 | |
| | | | 30893 | |
| | | | 36189 | |
| | | | 67082 | 67082 |
| 11/26 | Bal | | | |
| | L C Bandy | | | 36189 |
| | Ex Salaries | 55 25 | 330 | |
| | | 56 14 | 11250 | |
| | | | 11580 | |
| | | | 24609 | |
| | | | 36189 | 36189 |
| 11/27 | Balance | | | |
| | Extra Salaries | | | 24609 |
| | | 57 14 | 7500 | |
| | | | 7500 | |
| | | | 17109 | |
| | | | 24609 | 24609 |
| 11/28 | Bal | | | |
| | CK 2307 | | | 17109 |
| | Ed Eaton | | | 10000 |
| | Cash | 58 255 | 245 | |
| | | 59 25 | 2275 | |
| | Ex Salaries | 60 25 | 2275 | |
| | | 61 14 | 11750 | |
| | | | 16545 | |
| | | | 10564 | |
| | | | 27109 | 27109 |
| 12/2 | | | | 10564 |

Pay Roll Form

| | | | | |
|---|---|---|---|---|
| 12/2 | Bal | | | 10564 |
| | ck 2343 | | | 50000 |
| | L. R. Smith | 62 235 | 965 | |
| | Cash | 63 25 | 2800 | |
| | L. R. Smith | 64 235 | 2360 | |
| | Ex Salaries | 65 14 | 11225 | |
| | | | 7250 | |
| | | | 53314 | |
| | | | 60564 | 60564 |
| 12/3 | Bal | | | 53314 |
| | Ex Salaries | 66 14 | 1500 | |
| | | | 1500 | |
| | | | 51814 | |
| | | | 53314 | 53314 |
| 12/4 | Bal | | | 51814 |
| | Cash | 67 235 | 25307 | |
| | | | 25307 | |
| | | | 26507 | |
| | | | 51814 | 51814 |
| 12/7 | Bal | | | 26507 |
| | ck 2362 | | | 10000 |
| | G. G. Beach | 68 53 | 500 | |
| | Robert J. Fisher | 69 53 | 1200 | |
| | Jas Ward | 70 53 | 350 | |
| | Ex Salaries | 71 14 | 13000 | |
| | | | 15050 | |
| | | | 21457 | |
| | | | 36507 | 36507 |
| 12/9 | Bal | | | 21457 |
| | L. Ruggles | 72 215 | 173 | |
| | May G. Jones | 73 18 | 185 | |
| | Ex Salaries | 74 14 | 7000 | |
| | | | 7358 | |
| | | | 14099 | |
| | | | 21457 | 21457 |
| 12/10 | Bal | | | 14099 |

Bal Brot Fwd.

| | | | | | |
|---|---|---|---|---|---|
| 12/10 | Bal | | | | 14099 |
| | Ck # 2377 | | | | 20000 |
| | Ex Salaries | 75 | 14 | 2000 | |
| | L. R. Smith | 76 | 18 | 75 | |
| | | | | 20075 | |
| | | | | 34099 | |
| | | | | 34099 | 34099 |
| 12/11 | Bal | | | | 32024 |
| | Ex Salaries | 77 | 14 | 750 | |
| | | | | 750 | |
| | | | | 31274 | |
| | | | | 32024 | 32024 |
| 12/12 | Balance | | | | 31274 |
| | Extra Salaries | 78 | 14 | 750 | |
| | | | | 750 | |
| | | | | 30524 | |
| | | | | 31274 | 31274 |
| 12/13 | Bal | | | | 30524 |
| | Extra Salaries | 79 | 14 | 2250 | |
| | | | | 28274 | |
| | | | | 30524 | 30524 |
| 12/16 | Bal | | | | 28274 |
| | Ex Salaries | 80 | 14 | 750 | |
| | | | | 750 | |
| | | | | 27524 | |
| | | | | 28274 | 28274 |
| 12/17 | Bal | | | | 27524 |
| | Ex Salaries | 81 | 14 | 500 | |
| | | | | 500 | |
| | | | | 27024 | |
| | | | | 27524 | 27524 |
| 12/28 | Bal | | | | 27024 |
| 12/30 | Ck 2538 | | | | 10000 |
| | R. E. Nauman | 82 | 293 | 2000 | |
| | Ex Salaries | 83 | 14 | 5500 | |
| | | | | 7500 | |
| | | | | 29524 | |
| | | | | 37024 | 37024 |
| Fwd 12/31 | Bal | | | | 29524 |

Bar Bros Food

| | | | | |
|---|---|---|---|---|
| 11/31 | Bal | | | 29524 |
| | Mrs Sigmann | 84 231 | 100 | |
| | Ex Salarios | 85 14 | 1500 | |
| | | | 1200 | |
| | | | 27924 | |
| | | | 29524 | 29524 |
| 1/2 | Bal | | | 27924 |
| | Ex Salarios | 86 14 | 300 | |
| | | | 300 | |
| | | | 27624 | |
| | | | 27924 | 27924 |
| 1/3 | Bal | | | 27624 |
| | Ex Salarios | 87 14 | 1250 | |
| | | | 1250 | |
| | | | 26374 | |
| | | | 27624 | 27624 |
| 1/4 | Bal | | | 26374 |
| | C Bush | 88 53 | 120 | |
| | M Jones | 89 18 | 877 | |
| | Ethel Waterhouse | 90 60 | 900 | |
| | Helen Hoos | 91 53 | 300 | |
| | C Bush | 92 53 | 500 | |
| | Cash | 93 257 | 130 | |
| | Jno Kirkpatrick | 94 266 | 110 | |
| | A A. Brash | 95 53 | 500 | |
| | M Downing | 96 25 | 350 | |
| | Harry Hough | 97 257 | 45 | |
| | Jas Wards | 98 53 | 350 | |
| | | | 4182 | |
| | | | 22192 | |
| | | | 26374 | 26374 |
| 1/6 | Bal | | | 22192 |
| | Ex 2579 | | | 10000 |
| | Ex Salarios | 99 14 | 1500 | |
| | Post Master | 100 257 | 1000 | |
| | | | 2500 | |
| | | | 29692 | |
| | | | 32192 | 32192 |
| Bal 1/7 | | | | 29692 |

Bal Brought Forward

| | | | | |
|---|---|---|---|---|
| 11/7 | Bal | | | 29692 |
| | Geo Branger | 101 255 | 45 | |
| | G. " | " 18 | 50 | |
| | Ex Salaries | 102 14 | 1000 | |
| | | | 1095 | |
| | | | 28597 | |
| | | | 29692 | 29692 |
| 11/8 | Bal | | | 28597 |
| | Ex Salaries | 103 14 | 4750 | |
| | | | 4750 | |
| | | | 23847 | |
| | | | 28597 | 28597 |
| 11/9 | Bal CK # 2586 | | | 23847 |
| | | | | 20000 |
| | Geo Koster | 104 215 | 1338 | |
| | Cash | 105 256 | 20000 | |
| | G. L. McKelvy | 106 215 | 1058 | |
| | Ex Salaries | 107 14 | 4500 | |
| | | | 6896 | |
| | | | 16951 | |
| | | | 43846 | 43847 |
| 11/10 | Bal | | | 16951 |
| | Mary A Jones | 108 18 | 25 | |
| | E J Hannah | 109 18 | 25 | |
| | Ex Salaries | 110 14 | 13300 | |
| | | | 13360 | |
| | | | 3591 | |
| | | | 16951 | 16951 |
| 11/11 | Bal | | | 3591 |
| | CK 2607 | | | 10000 |
| | Cash | 111 257 | 85 | |
| | W Downing | 112 25 | 100 | |
| | Helen Hood | 113 53 | 1500 | |
| | M M Stearns | 114 16 | 300 | |
| | C Rush | 115 53 | 500 | |
| | Jas Ward | 116 53 | 350 | |
| | Dipan Biaett | 117 293 | 200 | |
| | J R Alvin | 118 216 | 275 | |
| | Ex Salaries | 119 14 | 5500 | |
| | | | 8814 | |
| | | | 4781 | |
| | | | 13591 | 13591 |
| Bal 11/13 | Ford | | | 4781 |

Page Brought Forward

| | | | | |
|---|---|---|---|---|
| 11/8 Bal | | | | 4781 |
| CK 2654 | | | | 10000 |
| Geo L McKinney | 120 215 | | 230 | |
| Ex Darario | 121 14 | | 7750<br>7980<br>6801 | |
| | | | 14781 | 14781 |
| 11/14 Bal | | | | 6801 |
| A. Gyero | 122 12 | | 1000<br>1000<br>5801 | |
| | | | 6801 | 6801 |
| 11/15 Bal | | | | 5801 |
| Ex Darario | 123 14 | | 1000<br>1000<br>4801 | |
| | | | 5801 | 5801 |
| 11/16 Bal | | | | 4801 |
| Jan 17 - CK 2663 | | | | 10000 |
| " 18 - " 2683 | | | | 35000 |
| Cy Burk | 124 53 | | 500 | |
| Fred Barbarita | 125 239 | | 750 | |
| Bertha Matz | 126 53 | | 150 | |
| James Ward | 127 53 | | 350 | |
| Rudolph Karasek | 128 239 | | 1070 | |
| Ex Darario | 129 14 | | 20000<br>4820<br>44981 | 49801 |
| | | | 49801 | 49801 |
| 11/20 Bal | | | | 44981 |
| Betty Burbank | 130 53 | | 1050 | |
| Wm Downing | 131 51 | | 350 | |
| Agnes Weiner | 132 256 | | 45 | |
| Agnes Weiner | 133 53 | | 1450 | |
| Post Master | 134 257 | | 500 | |
| Jas Ward | 135 53 | | 370 | |
| Geo Richardson | 136 266 | | 55 | |
| L A Carbonic Co | 137 239 | | 360<br>4180<br>40801 | |
| | | | 44981 | 44981 |
| Bal 11/29 See Page 110 | | | | 40801 |

~ Picture C 3 ~

| | | | | |
|---|---|---|---|---|
| 12/10 | CK 2387 | | | 10000 |
| | L. N. Lister | 9 53 | 800. | |
| | Ex Salaries | 10 14 | 3750<br>4550<br>5450 | |
| | | | 10000 | 10000 |
| 12/11 | Bal | | | 5450 |
| | Sid Koster | 11 215 | 1665. | |
| | Extra Salaries | 12 14 | 1750.<br>3415<br>2035 | |
| | | | 5450 | 5450 |
| 12/12 | Bal 12/12 - CK 2387 | | | 2035<br>20000 |
| | Ex Salaries | 13 14 | 5500<br>5500<br>16535 | |
| | | | 22035 | 22035 |
| 12/13 | Bal | | | 16535 |
| | L R Smith | 14 18 | 125. | |
| | " " | " 234 | 537. | |
| | Post Master | 15 257 | 1000. | |
| | Miss Burbank | 16 53 | 300. | |
| | Ex Salaries | 17 14 | 12373. | |
| | M Schneider | 18 257 | 175.<br>16610<br>2025 | |
| | | | 16535 | 16535 |
| 12/16 | Bal CK | | | 2025<br>20000 |
| | L R Smith | 19 234 | 4570 | |
| | " " " | " 235 | 2500 | |
| | " " " | " 239 | 3500 | |
| | Harry Hough | 20 257 | 45 | |
| | Mrs Geo R Siegmann | 21 231 | 300<br>10915<br>11110 | |
| | Ex Salaries | | | |
| | | | 22025 | 22025 |
| Fordr 12/17 | Bal | | | 11110 |

Food

| | | | | |
|---|---|---|---|---|
| 17/17 | Balance | | | 11110 |
| | Ck 2420 Dec 16 | | | 20000 |
| | Ex Salaries | 22 14 | 4750 | |
| | | | 4750 | |
| | | | 26360 | |
| | | | 31110 | 31110 |
| 17/18 | Bal | | | 26360 |
| | Mrs Rodriguez | 23 18 | 400 | |
| | City Towel Supply | 24 257 | 300 | |
| | Ex Salaries | 25 14 | 4875 | |
| | | | 5575 | |
| | | | 20785 | |
| | | | 26360 | 26360 |
| 17/20 | Balance | | | 20785 |
| | J. O Clark | 26 51 | 1500 | |
| | Miss Jones | 27 18 | 80 | |
| | Ex Salaries | 28 14 | 1000 | |
| | | | 2580 | |
| | | | 18205 | |
| | | | 20785 | 20785 |
| 17/21 | Bal | | | 18205 |
| | Ck 2454 | | | 10000 |
| | L. Wills | 29 23 | 1200 | |
| | L. R. Smith | 30 215 | 162 | |
| | " " " | 31 215 | 2950 | |
| | " " " | " 234 | 624 | |
| | Jas Ward | 32 53 | 350 | |
| | Ex Salaries | 33 14 | 4750 | |
| | | | 10036 | |
| | | | 18169 | |
| | | | 28205 | 28205 |
| 17/23 | Bal | | | 18169 |
| | Ck 2487 | | | 10000 |
| | A. L. McKinney | 34 230 | 600 | |
| | L. C. Bitzer | 35 12 | 1000 | |
| | Geo M. Smith | 36 293 | 2000 | |
| | Ex Salaries | 37 14 | 4000 | |
| | | | 7600 | |
| | | | 20369 | |
| | | | 28169 | 28169 |
| Bal Forw 17/24 | | | | 20569 |

Bal Brot Ford

| | Vou Rec'd No | | |
|---|---|---|---|
| 12/26 Bal | 38 237 | 78 | 20569 |
| James Swan | 38 284 | 78 | |
| Ex Dataries | 39 14 | 4750<br>4828<br>15741 | |
| | | 20569 | 20569 |
| 12/26 Bal | | | 15741 |
| CK 2491 | | | 10000 |
| L.G. Carbonie Po | 40 239 | 380 | |
| Ex Dataries | 41 14 | 2000<br>2380<br>23361 | |
| | | 25741 | 25741 |
| 12/27 Bal | | | 23361 |
| CK 2493 | | | 20000 |
| Rid Motor | 42 215 | 900 | |
| Ex Dataries | 43 14 | 1000<br>1900<br>41461 | |
| | | 43361 | 43361 |
| 12/28 Bal | | | 41461 |
| L. C. Bitzer | 44 212 | 1500 | |
| Jas Ward | 45 53 | 350 | |
| Ex Dataries | 46 14 | 4000<br>5850<br>35611 | |
| | | 41461 | 41461 |
| 12/30 Bal | | | 35611 |
| L. C. Bitzer | 47 12 | 1000 | |
| Ex Dataries | 48 14 | 1250<br>2250<br>33361 | |
| | | 35611 | 35611 |
| 1/2 Bal | | | 33361 |
| Ex Dataries | 49 14 | 750<br>750<br>32611 | |
| | | 33361 | 33361 |
| 1/11 Bal | | | 32611 |

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | X |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

October 11 1918

Hearst

DAVID W GRIFFITH HOTEL ALEXANDRIA
LOS ANGELES CALIFORNIA

ZUKOR OUT OF TOWN UNTIL MONDAY WILL TAKE UP MATTERS THEN AM MAILING RESOLUTIONS WIRED ABOUT DO NOT BIND YOURSELF NOT TO PRODUCE UNLESS TO YOUR ADVANTAGE BELIEVE YOU MIGHT GET STUDIO FROM TRIANGLE ON CASH BASIS BELIEVE THEY ARE SHORT OR POSSIBLY BUY AITKENS EPOCH INTEREST FOR LIKE REASON

BANZHAF

2 Rector Street N Y C

October 11, 1918

Mr. Sol Lesser,
191 Golden Gate Ave.,
San Francisco, Calif.

Dear Lesser:

I have been trying to figure how, in some manner, we could find out from Webber of the Paramount Exchange in San Francisco under what sort of a contract the Griffith pictures are rented. We understand that Clune has them on an unbreakable contract. This refers to the six reel productions.

We were thinking that we might handle the next release - "A Romance of Happy Valley", scheduled for November 12th and put it on in true Griffith style. This refers to Los Angeles, however.

But what I would like to have you find out, confidentially if it is possible, is just what sort of contract Clune has and whether or not there is any cancellation clause in it. You might get one of the exhibitors up there to ascertain this information. Webber is the district manager and should be able to tell us.

Kindly regard this as confidential and do not let any outside persons know that we are doing this.

With best wishes,

Yours very truly,

WEK W

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

October 11th 1918.

Mr. David W. Griffith,
Hotel Alexandria,
Los Angeles, Calif.

Dear Mr. Griffith:

I enclose herewith resolutions, statement to exhibitros and notices to employees acted upon by the leaders in the Motion Pictures Industry about which I wired you and which no doubt Garbutt has already taken up with you.

I have suggested in my wires that you do not consent not to produce unless it were to your advantage. It would be to your advantage not to release therefore to consent thereto goes without question. I have stated to the members here that you were working on a war picture and therefore I doubted very much whether you could stop producing and you can insist on so doing if to your advantage without any injury whatsoever to the general business, as you are producing a limited number of pictures in comparison to the other concerns.

The epidemic certainly has knocked "spots" out of receipts here and throughout the Country therefore it is to your advantage to delay releasing new subjects until it has burnt itself out.

On the other hand I believe you will get some advantage out of the non-releasing new subjects by reason of exhibitors who are exhibiting and who will on account of lack of new pictures ask for "Great Love. I believe that this epidemic scare is nothing but a nine-day wonder and will disappear as quickly as it appeared. In these days when people are on edge they are stampeded very easily, but they will soon gain theirequilibrium.

With best and kindest regards, I remain

Very sincerely,

Albert W. Banghof

AHTB/D
Enc.

Los Angeles, California,

October 11, 1918

Mr. Alton D. Parker,
c/o The Sulgrave Institution,
Woolworth Bldg.,
New York, N. Y.

Dear Sir:

I feel very highly honored indeed to be requested to be a member of your committee in the effort to bring about such a celebration as you name, commemorating the splendid British defense at Ypres.

The time is now at hand when every day will bring the link of brotherhood between England and America closer and closer together because the bond that exists between all members of the Anglo-Saxon race, no matter in which corner of the world they may live, can never be broken. One beautiful trait of the English in this great war is the fact that they never give up. This has saved the world.

I am only sorry that I was unable to attend your meeting in person, although I was with you in spirit.

Yours very sincerely

DWG-W

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

# TELEGRAM

DELIVERY NO. 1012

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

*This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram).*

Form 16

196SWN 124NL

GS LOSANGELES CAL OCT 12 1918

A H T BANZHAF

TWO RECTOR ST NEWYORK

HAVE YOU TAKE UP MATTER WITH GREY CONCERNING HANDLING NEW WAR PCITURE WHAT EFFECT DO YOU THINK CONDITIONS IN EUROPE WILL HAVE ON HEARTS AND NEW PICTURE DO YOU THINK THE POWERS WILL SOON CHANGE ATTITUDE REGARDING THIS SORT OF THING STOP TOLD GARBUTT IF OTHERS WERE GOING TO CLOSE UP OF COURSE I WOULD HAVE TO DO AS THEY DID HAVE NOT HEARD MUCH FURTHER ABOUT THIS BUT IMAGINE THEY WILL NOT BE ABLE TO KEEP THINGS GOING WITHOUT A LETUP IN PRODUCTIONS AND NO MONEY COMING IN ACCOUNT OF THEATRES BEING CLOSED WISH YOU WOULD SHOW THIS WIRE TO GREY THINK MATTERS ARE VERY SERIOUS MUST GET ALL HEARTS OF WORLD HUN WITHIN AND OTHER MONEY THAT IS COMING TO US ANSWER

D W GRIFFITH

257AM

OCT 14 1918

# Century Theatre

THE WORLD'S MOST BEAUTIFUL PLAYHOUSE

MANAGEMENT OF
WILLIAM ELLIOTT, F. RAY COMSTOCK AND MORRIS GEST

New York City

WILLIAM A. PAGE
General Press Representative
Phone: Columbus 8800

October 12th 1918

Mr D. W. Griffith,
Hotel Alexandria,
Los Angeles, Cal.

My Dear Mr Griffith:

In the midst of all of our theatrical troubles, with eleven of our companies closed because of prevailing epidemic conditions, I am taking time to write you of several matters of mutual interest. I am enclosing several advertising posters of "Chu Chin Chow," with which I have flooded the country, and in which I am sure you will be interested. I am also sending you several of the folders of "Chu Chin Chow"." I placed you in this gallery of celebrated men because I believed it a tribute well deserved because of your great position in the world where you have won such fame, and because this testimonial of you, I consider is of exceptional and incalculable value.

I also want you to know that I hope to have a talk with D. B. about "The Darling of the Gods," in case you haven't anything big in your mind at present, because I think this would be a wonderful thing for you to do. The public has grown to expect, and to demand, something big from you every year. I wish you would drop me a line and let me know how you feel about this. Also, the next time you do anything big, I hope it will be at a time when I can devote my entire time to the enterprise. Now and then I hear from some of the biggest officials at Washington, of our wonderful campaign in New York, Philadelphia and Chicago for "Hearts of the World," and our ads are being copied in various forms by different managers who have no original thoughts in their heads.

Trusting you are enjoying the best of health, and with kindest regards, I am,

Yours sincerely,

Morris Gest

P. S. ~~)~~-The large posters I am sending you are being placed in every Victrola establishment throughout the United States by the Victor people themselves. M.G.

| CLASS OF SERVICE | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | |

If no class of service is designated the message will be transmitted as a full-rate telegram.

# COPY OF WESTERN UNION TELEGRAM

Oct 14-18

W. W. Griffith, Hotel Alexandria Los Angeles Calif
Gubser wired Garbutt today to settle Hum Wilson
accounts of prints at six cents per foot
and make adjustments accordingly
this will give you seven cents as
you decided the extra two cents
I do not understand why Garbutt should
hold up Hum Wilson settlement as the
money has long since been advanced
to him from Gubser office here as soon
as cod shipments are settled a further

| CLASS OF SERVICE | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | |

If no class of service is designated the message will be transmitted as a full-rate telegram.

# COPY OF WESTERN UNION TELEGRAM

division can be made. Government
attitude regarding war pictures
not likely to change for at least
six months as peace is still long way off
Bowles should go to France at once
as there can be no interference by
Government there adverse. You can
insist on producing if you desire
and disregard action of others and
demand ~~payments~~ weekly advances
as usual continue with all prints at
least no account intolerance reduce stop

| CLASS OF SERVICE | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | |

If no class of service is designated the message will be transmitted as a full-rate telegram.

# COPY OF WESTERN UNION TELEGRAM

Balance of ~~twenty~~ thousand on Hearts
paid for South America and five
thousand cash and fifteen in notes
paid for New England shares profits
financial conditions sound in spite
of Epidemic stop do you see War picture
an art craft I do not understand
its status you ~~cannot~~ cant release
through Grey's office unless I show
agreement and even then you cant get
as quick and wide circulation
as programme method which a War picture

| CLASS OF SERVICE | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | |

If no class of service is designated the message will be transmitted as a full-rate telegram.

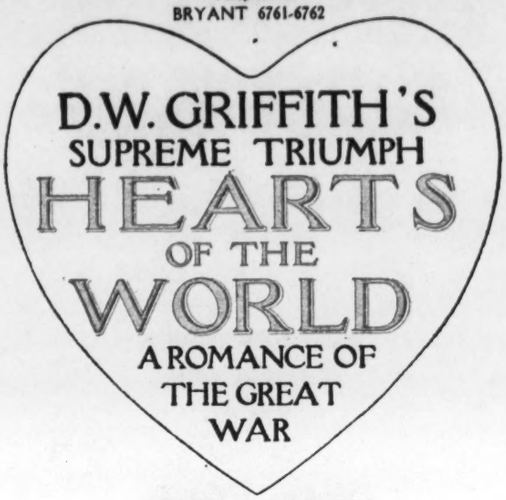
# COPY OF WESTERN UNION TELEGRAM

should receive if for propaganda
best if written Seven reels
charge D. W. Griffith Barnhart

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative




GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

Oct. 14th, 1918.

| | | | | |
|---|---|---|---|---|
| 1917 | | | | |
| Nov. 24 | Refund | - Stroheim | Cr. N.Y. Office | $10.00 |
| | " | - Lestina | " | 5.00 |
| 30 | " | - Stroheim | " | 10.00 |
| | " | - Lestina | " | 5.00 |
| Dec. 7 | " | - E. Von Stroheim | " | 10.00 |
| | " | - A. Lestina | " | 5.00 |
| 15 | " | - E. Von Stroheim | " | 5.00 |
| | " | - A. Lestina | " | 5.00 |
| 22 | " | - E. Von Stroheim | " | 10.00 |
| | " | - A. Lestina | " | 5.00 |
| 29 | " | - E. Von Stroheim | " | 5.00 |
| 1918 | | | | |
| Jan. 5 | " | - E. Von Stroheim | " | 5.00 |
| 12 | " | " " | " | 10.00 |
| 19 | " | - " " | " | 10.00 |
| 26 | " | " " | " | 10.00 |
| | Lilliam Gish Railroad Fare from N.Y. to Los Angeles | | | 312.85 |
| | | | | 422.85 |

Dear Mr. Bidwell:-

The Famous Players paid Mr. Griffith $113.977.47

For the following items showing on your trial balance of May 25th

| | | |
|---|---|---|
| D. W. Griffith | 105.597.87 | |
| D. W. GRiffith CORP. | 7.956.75 | |
| N. Y. Office | 422.85 | $113.977.47 |

You will see from the above, that the check which Mr. Griffith received, $7956.75, should have gone to the D. W. Griffith CORPORATION and $422.85 should have been paid to "HEARTS OF THE WORLD", but as it is, Mr. Griffith has received these items along with the amount which was due him of $105.597.87. Mr. Banzhaf has charged Mr. Griffith for the amount due to the D. W. Griffith CORPORATION of $7956.75 on the books of the D. W. Griffith CORPORATION and I charged Mr. Griffith for $422.85 on the books of

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

D.W. GRIFFITH'S
SUPREME TRIUMPH
HEARTS
OF THE
WORLD
A ROMANCE OF
THE GREAT
WAR

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

Oct. 14th, 1918.

Mr. E. C. Bidwell - - - - - - #2

"HEARTS OF THE WORLD". Will you please get check from Mr. Griffith for $422.85 and forward it to me here, and after having done this, all the accounts will be squared up.

Your other statement which you enclosed showing details for the amount of $779.82 showed that this amount is due to the D. W. Griffith CORPORATION and I have drawn a check to the D. W. Griffith CORPORATION and turned it over to Mr. Banzhaf and charged said corporation with a check on the "HEARTS OF THE WORLD" books, thus squaring this account.

I enclose herewith check for the following:

| | | | |
|---|---|---|---|
| Your bill - | Oct. 4th | $92.60 | |
| " " | Oct. 5th | 128.23 | $220.83 |

I note that you still send bills to the Famous Players. Please, hereafter address the bills of charges due to you from "HEARTS OF THE WORLD" to Auditor, "Hearts of the World", 720 Longacre Building, New York.

Sincerely,

D. W. Griffith

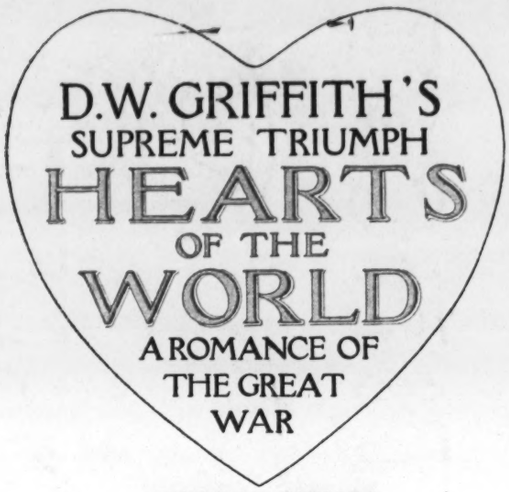
E/W

Deposited 10/9/18
Rpt #49

October 14, 1918

I hereby acknowledge a check from the D. W. Griffith Studio in the sum of Two Hundred Fifty Dollars ($250.00), in full payment for my original scenario entitled "The Indomitable Spirit"; and I also hereby surrender all my right, title and interest in and to said story.

Richlewie




GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

Oct. 15th, 1918.

Mr. D. W. Griffith,
Hotel Alexandria,
Los Angeles, California.

Dear Sir:-

We enclose herewith check for $19,542.96 representing fifty per cent of the accrued profits as shown on statement attached hereto; details of this amount were furnished you by a statement recently forwarded to you by Mr. Grey.

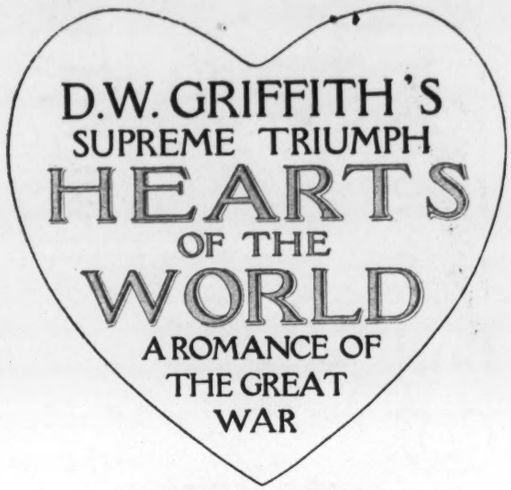
We wish to call your attention to the note on the bottom of the statement. For the $15,000.00 mentioned therein there was given a note due January 10th, 1919. This money will be distributed equally upon payment of this note.

Yours truly,

E/W

"HEARTS OF THE WORLD"

Auditor.




GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

Oct. 15th, 1918.

RECEIVED FROM J. C. EPPING PROFIT CHECK AS STATED BELOW:

| | | | |
|---|---|---|---|
| Co. E | | 1866.60 | |
| " A | | 3334.77 | |
| " B | | 242.44 | |
| " C | | 81.07 | |
| " D | 2750.00<br>750.00<br>427.99 | 3927.99 | |
| " G | | 896.83 | |
| | | 10349.70 | |
| " F | | 1263.78 | Loss |
| | | 9085.92 | Net Profit for Week Oct 5 from Exploitation |
| Sales of South and Central American Rights | | 25000.00 | |
| First Payment from "Hearts of the World" New England | | 5000.00 | see Note below. |
| Check to Mr D. W. Griffith 19542.96 | | 39085.92 | |
| " " The Famous Players Co 19542.96 | | | |
| 39085.92 | | | |

Note

This represents the 1st payment on account of the sale of H of W. interest in H of W. of New England the total was $20000.- of which $5000.- was Cash and $15000.- was in the form of a 3 Months Note due January 10th 1919 with 6% interest

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

# TELEGRAM

DELIVERY NO. 1799

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

*This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram).* Form 16

45GSWN 44NL

GS LOSANGELES CAL OCT 16N1918

A H T BANZHAF

2 RECTOR ST NEWYORK

PLEASE LOOK THROUGH CONTRACT LETTERS AND MEMORANDA MADE WITH MR ZUKOR RELATING TO HEARTS OF THE WORLD ON OR ABOUT NOVEMBER NINTH NINETEEN SEVENTEEN AND ADVISE ME IF ANY MENTION IS MADE OF PRICE TO BE PAID FOR A GIVEN NUMBER OF POSITIVE PRINTS

344AM D W GRIFFITH

OCT 17 '18

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

# TELEGRAM

DELIVERY NO. 1725

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

*This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram).* Form 16

56GSWN 59NL

HY LOSANGELES CAL OCT 16 1918

A H T BANZHAF

TWO RECTOR ST NEWYORK

SENDING YOU WIRE DICTATED BY GARBUT WHO SAYS HE HAS DIM REMEMBRANCE OF SUKOR AGREEING TO PAY EIGHT CENTS FOR THIS FILM SAYS HE HATES TO GIVE ME THE DIFFERENCE BUT BELIEVES HE IS RIGHT IN THIS STOP YOU WERE TO RENDER ACCOUNT OF FINANCIAL AFFAIRS IN EAST BUT I HAVE NEVER RECEIVED IT LET ME KNOW ABOUT THIS

D W GRIFFITH

420AM

OCT 17 '18

CAPITAL AND SURPLUS $16,000,000.

# Title Guarantee and Trust Company,

## REAL ESTATE TITLE INSURANCE.

## BANKING, TRUSTS.

176 Broadway,

New York,

CLARENCE H. KELSEY, PRESIDENT.
FRANK BAILEY, VICE PRESIDENT.
EDWARD O. STANLEY, 2ND VICE PRESIDENT. MANAGER BANKING DEPARTMENT.
CLINTON D. BURDICK, 3RD VICE PRESIDENT.
FRANK L. SNIFFEN, M'G'R BK'LYN BK'G DEPT.
J. WRAY CLEVELAND, SECRETARY.
CLARENCE C. HARMSTAD, TREASURER.
JOHN W. SHEPARD, LOREN H. ROCKWELL, STEPHEN T. KELSEY, ASS'T TREASURERS.
NELSON B. SIMON, HORACE ANDERSON, DAVID BLANK, HAROLD W. HOYT, RANDALL SALISBURY, FREDERICK P. CONDIT, FRED H. FREEMAN, ASS'T SECRETARIES.
TRUST DEPARTMENT
WILLIAM B. EWING, TRUST OFFICER

176 BROADWAY, MANHATTAN.
175 REMSEN ST., 196 MONTAGUE ST., BROOKLYN.
350 FULTON ST., JAMAICA.
67 JACKSON AVE., LONG ISLAND CITY.
TITLE DEPARTMENT BRANCHES:
137 WEST 125TH STREET, HARLEM.
370 E. 149TH ST. (NEAR 3D AVE.) BRONX.
90 BAY ST., ST. GEORGE, S. I.

September 16, 1918

IN REPLYING PLEASE REFER TO

D. W. G. Corporation,
2 Rector Street,
New York City.

H. E. Aitken,
1459 Broadway,
New York City.

R. E. Aitken,
1459 Broadway,
New York City.

Gentlemen:-

We are in receipt from Seligsberg Lewis and Strouse of the document dated July 25th, 1918, signed by yourselves and Mr. David W. Griffith requesting this Company as depository to surrender 672 shares of the Epoch Producing Corporation of the par value of $100 each in exchange for 2016 shares of the capital stock of said corporation of the par value of $10 each. Our records indicate that voting trust certificates for Epoch Producing Company stock are held as follows:

| | |
|---|---|
| H. E. Aitken | 385 shares |
| R. E. Aitken | 227 shares |
| D. W. G. Corporation | 60 shares |

Said voting trust certificates should be surrendered to us for endorsement thereon, of the change in the number of shares and the par value of said shares. Upon receipt of all of said voting trust certificates, we will be prepared to exchange the stock that we hold as depository in accordance with the request contained in the document described above.

Will you, therefore, kindly deliver to us the voting trust certificates that you hold. Upon receipt of all the said voting trust certificates, we will exchange the stock, endorse the fact of the exchange on the voting trust certificates and return them to you.

Very truly yours,

A H Remsen

For the Company

A.H. Remsen/JS

# FAMOUS PLAYERS - LASKY CORPORATION

485 FIFTH AVENUE MURRAY HILL 8500 CABLE ADDRESS FAMFILM NEW YORK CITY

Hearst W

LEGAL DEPARTMENT
ELER JOHN LUDVIGH
ARTHUR S. FRIEND
HAROLD MINOT PITMAN
RALPH A. KOHN
COUNSEL

October 16, 1918.

A. H. T. Banzhaf, Esq.,
2 Rector St.,
New York City.

Dear Mr. Banzhaf:

We have received a curious communication from a lady who considers herself greatly outraged, and claims that Mr. Griffith stole the title and theme of "The Great Love" from a manuscript submitted to us two years ago. I enclose copy of her letter to us. She did submit to us a manuscript entitled "The Greater Love", which was returned to her six days later, in September 1916. She enclosed a copy of a letter dated October 2nd which she sent to Mr. Griffith, and which very likely you have seen; if not let me know, and I will furnish a copy. Her name is Nellie B. Mackley, and her address is General Delivery, Washington, D.C.

We will not reply to her letter to us, and you will of course decide whether you want to make any answer to the one she wrote to Mr. Griffith.

Yours very truly,

Harold Minot Pitman

HMP:RF

C O P Y

To the Manager,
Famous Players Lasky Corp.,
New York.

Dear Sir:

I did not know until after I had written the inclosed letter, and got the address of Mr. Griffith, that he was connected with the Famous Players the same people that I first sent in my story, "The Great Love" at the time they were advertising $1000.00 for good photo-plays, so you can readily see how the chain is put together, and where you got the idea and name of this production of D. W. Griffith's. I sent in story "The Great Love" first to your concern, you sent it back, then I sent it to the selling service, I spoke of in my other letter inclosed, who said it was in Class A, and very good. Then after some lapse of time when I had probably forgotten my story you come boldly forth and use it. I am very angry and not bluffing, New York is not very far from Wash. I don't want any trouble, but I will have satisfaction, as I am a nature to run down things to the last thread. Send me check for $1000.00 and the matter will drop, I will not sue, if you do not, I will sue and bring to light the nature of your famous corporation. I don't wish to do that, neither do you, if you will look through your files and records you will see my name there and the name of my story, that is if you keep files. Perhaps your business house does not find it profitable to keep files? If you cannot do anything in this forward my letter to Mr. Griffith in France, but I think the matter can be settled right at once by you, as Mr. Griffith is but an employe who is given a subject and told to produce and enlarge on it, the subject of course comes direct from your head orders. So therefore you can adjust this little business matter promptly. As I wrote to Mr. Griffith, I can be a means of profit in the way of contributing plots as I have some wonderful stories, if arranged would be surprisingly successful, not stories either, but scenes from real life that reads like fiction, and which turn out to be the most gripping and realistic. I did not have my story and title copyrighted, or I could bring it forth and have my rights protected the way they should be, but I have got as good as copyright, your own letter returning it. Any other plays I forward to anyone will be COPYRIGHTED right. Let me hear from you at once, as I will not brook delay, I am in the right and therefore entitled to be impatient. Send the money and I will not mention this and will send in some more copyrighted plays that will be a reward all around.

Address check and correspondence to

Miss Nellie B. Mackley,
Care General Delivery,
Washington, D. C.

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

October 17 1918

DAVID W GRIFFITH HOTEL ALEXANDRIA
LOS ANGELES CALIFORNIA

FIND NO MENTION PRICE GIVEN FOR NUMBER OF POSITIVE PRINTS OF HEARTS IN LETTERS OR MEMORANDUM MY RECOLLECTION YOU WERE TO RECEIVE EIGHT CENTS PER FOOT FOR PRINTS EXCEPT ANYTHING TO CONTRARY IN LONDON CONTRACTS

BANZHAF

2 Rector Street N Y C

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Hearts

October 17 1918

DAVID W GRIFFITH HOTEL ALEXANDRIA
LOS ANGELES CALIFORNIA

SENDING SEPARATE WIRE REGARDING PAYMENT FOR PRINTS CONTRACT APRIL THIRD THIS YEAR FAMOUS PLAYERS WHICH YOU HAVE COPY PARAGRAPH SECOND IN EXPLAINING NET PROFITS DEDUCTS ALL SUMS EXPENDED FROM TIME TO TIME FOR PRINTS OR PARTS OF PRINTS OF SAID PRODUCTION STOP NO PRICE IS MENTIONED IN THIS AND MAY BE INTERPRETED TO FIT YOUR REQUIREMENTS YOUR LONDON CONTRACT SELLS PRINTS LONDON AT COST NOT TO EXCEED FIVE CENTS PER FOOT WOULD NOT MENTION THIS TO GARBUTT ACCORDING TO YOUR WIRE IT IS EVIDENT THAT YOU CAN FORCE SETTLEMENT ON EIGHT CENTS BASIS EXCEPT ENGLISH COPIES IF YOU INSIST ARTCRAFT PROGRAM CONTRACTS CALL FOR SPECIFIC PRICE FOR SPECIFIC NUMBER FEET YOU MAY HAVE HAD THIS IN MIND AS APPLICABLE TO HEARTS CONTRACTS OR PREVIOUS MEMORANDA WHICH MAKE NO MENTION OF COSTS OF PRINTS OR NUMBER THEREOF AS SOON AS EPPING CATCHES UP WITH WORK WILL HAVE HIM GO OVER YOUR ACCOUNTS HERE AND RENDER STATEMENTS

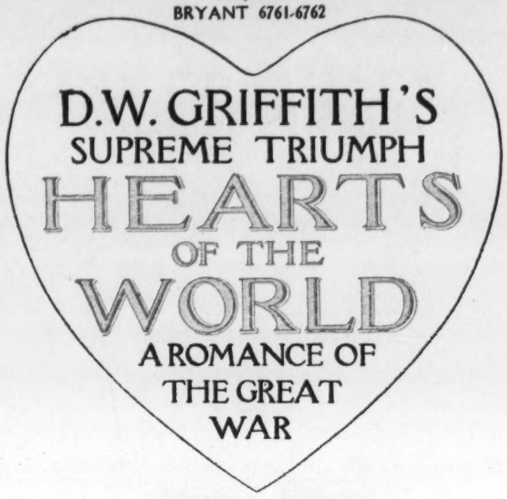
BANZHAF

2 Rector Street N Y C

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative




GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

Oct. 17th, 1918.

Mr. D. W. Griffith,
Hotel Alexandria,
Los Angeles, California.

Dear Mr. Griffith:-

Your night letter of October 16th received saying that the picture will have to be run on the Artcraft Program, and also that it is an unusually good one but can be cut down to seven reels. I am taking the privilege of suggesting to you again that personally, I think it is close to criminal for you to be giving Artcraft Program these long pictures, as financially there will be very little difference to you as a five reel program picture is worth just as much to the exhibitor, or will bring in his house just as many patrons, as a seven reel will. The truth of the matter is, I am very much afraid that you are just making matters hard for yourself. You have the contract to make six pictures. You agreed with me at one time during a conversation on this matter that you would make one big expensive picture for them and that was to be the first one. Well, that has been done. The others were to be five reel ordinary program pictures, of course with a few Griffith touches. When you have done that, you will have fulfilled your contract and that is really all you have to worry about.

In the first place, when the exhibitor gets a program picture longer than five and a half reels, the first thing he begins to worry about is how he is going to get his audience out of the house, or in other words, get through the show, so the second show may start. So when you are giving a six and a half or seven reel picture, you can rest assured that there isn't one percent of them who will run it according to time schedule - the better the picture, the faster. When they see people clamoring to gain admission, they lose sight, or in fact care nothing about Griffith's name or his reputation. All they think about is the dime, and I am sure there is a tendency in a great many instances, on their part, where it has been ordinarily their custom to give three shows a day, when the picture is drawing well, they will try and give four, and you can imagine how they are going to run this special picture that you put so much hard thought and work on.

Oct. 17th, 1918.

Mr. D. W. Griffith - - - - - - - - - - - #2

I feel sure that you know this without me telling you, but at the same time I think I ought to call your attention to it just the same. I have been convinced for years and am more so now than ever that there is only one thing for you to do, that is, make your own pictures. Have them handled by your own organization and I am sure that you will eventually come to this. Then, when you make a picture, after it is nearly completed, if you find it would be better in eight reels than it would in seven, or vice-versa, you can change it for the betterment of same, and this will also enable you to reap financial benefit from your efforts. You may say what you may, but a program picture is a program picture, and there is practically, of course with slight variations, just a certain amount of money that they can get, but an independent or a special picture is a different thing. In the first place, the name Griffith will sell any picture, either state righted or to the exhibitor on a rental or percentage basis. It does not make any difference which way. In other words, by making your own pictures they have individualities, and each picture will reap the individual benefit financially and otherwise. If the Artcraft or First National can carry their program on your name, it stands to reason that your organization can certainly sell your pictures at a better price when that is all they have to sell and the buyer doesn't have to be burdened with a lot of cheap or unsaleable material.

With best wishes and kind regards,

Yours very truly,

Albert L. Grey

G/W

HOLLYWOOD 2800

HOME 57001

# D.W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

Wark Co

October 17, 1918.

Mr. A. H. T. Banzhaf,
Two Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:-

I am enclosing herewith statement against the Wark Producing Co., for miscellaneous items including labor; salary of Rose Smith; props for the new "Intolerance" sets and the expense of operating the projection room, etc., which we have charged on our books against the Wark Producing Co., and totals $2101.84.

Some of these bills have previously been rendered to the Wark Producing Co., but most of them have not and on Monday of this week, I received a check from Mr. Roth for $2000.00, which he sent to apply on the cost of the additional copies of - - - "Intolerance" we are now making. I turned this check over to my bookkeeper and he, not having been advised that we were making these additional copies, applied the credit against these other items.

I am forwarding the statement to you and would ask that you kindly present it to Mr. Roth, with whatever comments may be necessary.

Yours very truly,

E. C. Bidwell

ECB:LW.

J. Robert Rubin
Counsellor at Law

165 Broadway
New York

Phone Cortlandt 323

Hearts W

October 17th, 1918.

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City.

My dear Banzhaf:

Enclosed you will find copies of letters from Lieutenant Secretary R. D. Scott of the War Office Cinemagraph Committee of Great Britain and of W. E. Burlock, representing D. W. Griffith, in reference to supplying prints of "Hearts of the World" of the Famous Players Film Service, Ltd., of Canada. (Jule and Jay J. Allen).

As I told you at the National Association meeting, the Allens are desirous of having assured them a supply of prints subsequent to two years from date, which is the time within which the British Government must furnish them prints. They have been promised it at the actual cost of printing.

Will you see to it that Mr. Griffith will confirm the promise of Mr. Burlock.

Very truly yours,

J. R. Rubin.

JRR/R.
Encs.

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Hearts

October 18 1918.

E C BIDWELL 4500 SUNSET BOULEVARD
LOS ANGELES CALIFORNIA

PLEASE MAKE RESERVATION AT BEAVERLY HILLS HOTEL FOR ~~MRS~~ MAE MARSH ARRIVES WEDNESDAY ~~NIGHT~~ MR GRIFFITH KNOWS MANAGER ANDERSON ~~PLEASE~~ ADVISE NUMBER PRINTS HEATRS ON WHICH YOU PAID FEDERAL FOOTAGE TAX YOUR LETTER OCTOBER SECOND F FOUR STATES YOU ENCLOSED STATEMENTS THIRTY ONE AND THIRTYTHREE THESE STATEMENTS NOT RECEIVED PLEASE FORWARD ADVISE GARBUTT if HAS PAID BALANCE HUN WITHIN IF SO FORWARD SAME ~~[illegible]~~

BANZHAF

A H T Banzhaf 2 Rector Street N Y C

CABLE ADDRESS—MINTMAN

GILLESPIE BROS. & CO.

AND AT
82 FENCHURCH ST.
LONDON

MOVING PICTURE FILMS DEPARTMENT
220 WEST 42ND STREET
~~NO. 11 BROADWAY~~
NEW YORK, Oct. 18, 18.

ARGENTINA
E. Eckhardt Pastor
Buenos Aires
BRASIL
Davidson, Pullen & Co.
Rio de Janeiro
BOLIVIA
Bolloten, Gould & Co.
La Paz
CHILE
J. Kusnetzoff
Santiago
ECUADOR
Romanet & Co.
Guayaquil
GUATEMALA
Ramon Banus
Guatemala
PERU
Romanet & Co.
Lima
REPUBLICA DOMINICANA
J. M. Calderón & Co.
Pto. Plata
D. W. INDIES
Emilio L. Enriquez
Curazao

BANKS
National City Bank of New York
Royal Bank of Canada
The Guaranty Trust Co. of N. Y.

D. W. Griffith's Attractions,
Longacre Bldg.,
New York.

Attention Mr. Banzhof.

Dear Sir:-

Will you kindly supply us with a certified copy of the copyrights on the motion picture entitled "Hearts of the World" produced by Mr. D. W. Griffith, and which we bought for the entire South America.

Also kindly give us a special power of attorney in the name of the New York Film Exchange of Buenos Aires (Republica Argentine) to copyright said production in the countries of Argentina, Uruguay and Paraguay, so that they may prosecute any infringements of said rights, at their expense.

Very truly yours,

GILLESPIE BROS. & CO.

Juan Aragón

Manager
Moving Picture Film Dept.

JMA/BP

HIRSCH, SHERMAN & LIMBURG
160 BROADWAY
NEW YORK

MORRIS J. HIRSCH
HENRY L. SHERMAN
HERBERT R. LIMBURG
WALTER A. HIRSCH

HARRY F. MELA
MORTIMER H. HESS

October 19, 1918. Y2

J. J. McCarthy, Esq.,
c/o Wark Producing Corporation,
1476 Broadway, City.

Dear Sir,

I enclose herein letter received by me from Mr. Wertheimer dated September 23rd, which I read to you over the telephone with relation to the film "Intolerance" for Africa.

Please return same to me as soon as you have read it, and advise me whether I shall cable to Mr. Wertheimer to send me 85 £.

Yours &c.,

Henry L. Sherman

(Encl)

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

# TELEGRAM

DELIVERY NO. 1714

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

*This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram).* Form 16

46GSWN 107NL

HY LOSANGELES CAL OCT 21 1918

A H T BANZHAF

2 RECTOR ST NEWYORK

ANXIOUS TO GET RUNNING OF MY PICTURES IN LOSANGELES AWAY FROM CLUNE AS HE BUTCHERED THE LAST ONE . CAN EXHIBIT IT MYSELF OR IF NOT MYSELF GET IT TO EFFICIENT HANDS AS HE IS CHEAP AND OLD FASHIONED AS THE EFFECT OF THE PICTURE HERE GOES ALL THROUGH COUNTRY ON ACCOUNT THIS BEING SCENE OF PRODUCTION EXHIBITION HERE IS IMPORTANT ALL RECORDS FROM HERE ARE PRINTED STOP THIS IS A SMALL MATTER BUT PERSONAL WITH ME SEE WHAT CAN BE DONE STOP PICTURE WAS EXHIBITED HERE AT CLUNES WITH TEN PIECE ORCHESTRA WHEN GRAUMAN USES THIRTY FIVE FOR ORDINARY CHEAP PICTURE YET CLUNE CHARGED TWICE THE PRICE

D W GRIFFITH 325AM

Form 1201

| CLASS OF SERVICE | SYMBOL |
|---|---|
| Telegram | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT


| CLASS OF SERVICE | SYMBOL |
|---|---|
| Telegram | |
| Day Letter | Blue |
| Night Message | Nite |
| Night Letter | N L |

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.


RECEIVED AT MAIN OFFICE, 608-610 SOUTH SPRING ST., LOS ANGELES, CAL. ALWAYS OPEN

T42NY RV 69NL

SI NEW YORK NY OCT 21 1918

E C BIDWELL 243

4500 SUNSET BLVD LOSANGELES CALIF

WHAT ABOUT INTOLERANCE PRINTS WE HAVE ORDER FROM WERTHEIMER LONDON FOR ONE PRINT IMMEDIATE DELIVERY SOUTH AFRICA CAN CLOSE SOUTH AMERICAN DEAL ON RECEIPT OF SIX PRINTS FOUR SPANISH TWO ENGLISH TITLES HAVE ALREADY ACCEPTED FIVE THOUSAND ON ACCOUNT AND WILL RECEIVE TWENTY THOUSAND MORE ON DELIVERY PRINTS HAVE ALSO ORDER FOR SIX COPIES PREVIOUSLY WIRED SPAIN PORTUGAL FLASH TITLES ONLY TWO COPIES FOR CANADA PLEASE ADVISE REGARDING THIS

BANZHAF

338A OCT 22

HEADQUARTERS TWENTYFIRST INFANTRY,
Camp Kearny, California.

October 21,1918.

Mr. D. W. Griffith,

4500 Sunset Boulevard,

Los Angeles, California.

My dear Mr. Griffith:

I desire to acknowledge receipt of your letter of thanks to the 21st Infantry for their modest share in the taking of Berlin Trench (located somewhere in Germany). I wish to inform you that your letter has been brought to the attention of the officers and men of the Regiment.

I desire to thank you also, in the name of the officers and men of the Regiment, for the rare treat afforded them in the presentation, gratis, of your wonderful picture "The Hearts of the World". The interest of the entire Regiment was keyed up to the highest pitch from the beginning of the first to the end of the last film. Every American, especially those in the service, should have an opportunity to see this great picture.

Very sincerely,

Willis Uhlein
Colonel,21st Infantry,
Commanding.

WU-Z.

Dry File

October 21, 1918.

Mr. Carl Sternlov,

San Fernando, Calif.

Dear Mr. Sternlov:

I am in receipt of insurance policy #5105, from W. A. Gaw, covering insurance on your household furniture. The amount of the policy is $1000.00 and the premium amounts to $11.00. I am enclosing same to you herewith.

I am also in receipt of policy #6106, covering the insurance on the farm property of Mr. Griffith, amount of insurance $2850.00 - Premium $61.87. I will place this policy in my safe deposit box in the vault at the First National Bank of Los Angeles, unless you have a better place for its safe keeping. This policy expires on October 23rd, 1921.

Yours very truly,

ECB:LW.

FAMOUS PLAYERS-LASKY CORPORATION
Paramount Pictures - Artcraft Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8500
CABLE ADDRESS FAMFILM

Hearts of W.
7. oriente
S. america

October 21, 1918.

A. H. T. Banzhaf, Esq.,
2 Rector St.,
New York City.

Dear Mr. Banzhaf:

I am enclosing herewith a copy of form to use, constituting purchaser of the rights of "Hearts of the World" attorney to register such copyright and prosecute infringements thereof.

When Mr. Aragon of Gillespie & Bros. applies to you for such Power of Attorney, you fill in the name of the purchaser from Gillespie & Bros., together with the Territory, and write Washington and obtain a Certified Copy of the copyright registration there. I suggest that you do this latter through Fulton Brylawski, Jenifer Building, Washington, D.C., who is our attorney and handles such matters for us.

Yours very truly,

Harold M. Pitman

HMP:RF
ENCL.

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

D.W. GRIFFITH'S
SUPREME TRIUMPH
HEARTS
OF THE
WORLD
A ROMANCE OF
THE GREAT
WAR

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

Oct. 22nd, 1918.

Mr. D. W. Griffith,
Hotel Alexandria,
Los Angeles, California.

Dear Mr. Griffith:-

Enclosed please find summaries of my companies week ending October 12th.

With best wishes and kind regards,

Yours very truly,

Albert L. Grey

G/W

"HEARTS OF THE WORLD"

Returns from Company's OWN Exploitation

week ending

October 12, 1918.

| Town | State | Co. | Days | Shows | Gross Receipts | Net Profits Or Loss | Percent of Net Profits on Gross Receipts. |
|---|---|---|---|---|---|---|---|
| Zanesville | O | A | 3 | 4 | 1603.45 | 38.87 | |
| Newark | O | A | 2 | 3 | 1268.00 | 92.77 | |
| New York | NY | B | 7 | 14 | 4174.20 | 2728.34 | Loss |
| Newark | NJ | C | 4 | 8 | 4416.50 | 779.20 | |
| Champaigne | Ill | D | 4 | 7 | 3131.00 | 570.19 | |
| Marietta | O | F | 1 | 1 | 299.00 | 1423.74 | Loss |
| Binghampton | NY | G | 1 | 1 | 584.50 | 1086.36 | Loss |
| TOTAL FOR THE WEEK | | | | 38 | 15476.65 | 3757.41 | Loss 24.27% |
| TOTAL TO LAST WEEK | | | | | 1.105823.58 | 215379.72 | 19.48% |
| TOTAL TO DATE | | | | | 1.121300.23 | 211622.31 | 18.88% |

HIRSCH, SHERMAN & LIMBURG
160 BROADWAY
NEW YORK

MORRIS J. HIRSCH
HENRY L. SHERMAN
HERBERT R. LIMBURG
WALTER A. HIRSCH

HARRY F. MELA
MORTIMER H. HESS

October 22, 1918. Y2

Wark Producing Corporation,
1476 Broadway,
City .

Gentlemen,

Referring to the telephone talk had today with Mr. Banzhoff, I understand that you will deliver to me here, as agent for Mr. Wertheimer, of London, one film of "Intolerance" for Africa, against the payment of Eighty-five Pounds, the film to be delivered within thirty days.

Please return to me either Mr. Wertheimer's letter to me of September 23rd, which I forwarded to you a few days ago, or, if you desire to retain it, send me a copy thereof, and confirm the above understanding.

Yours &c.,

Henry L. Sherman
C

Washihgton,D. C., Oct. 22, 1918.
710 14th St., N.W., R. 207.

Mr. D. W. Griffith,
4500 Sunset Blvd,
Los Angeles, Calif.

My dear Mr. Griffith:

I took the matter of the multiple reeler up with Secretary Tumulty a few days ago, but without permitting me to go into any extended explanations or arguments he referred me to George Creel. I did not feel disposed to follow his suggestion without further advice and information, so went to Secretary of the Interior Lane, whom I have known intimately for twenty-five years. He discussed the matter with me for half an hour, expressed himself as favorably disposed and advised me to see Creel. He exolained that Creel is more than the head of the Committee of Public Information--he is the President's personal adviser on all matters of publicity.

I went to see Creel yesterday, put the proposition up to him and was told that he had already gone over it thoroughly with Mr/ McCarthy and that the President absolutely declined to pose for any commercial film production, for the reason that if he consented for one he would have to yield to all requests.

I shall now await the arrival of Gavin McNab, fo San Francisco, who should be here within ten days, and see what he can do. He promised his assistance and he may be able to present the matter in a way that will make it attractive--the political results that will flow from such a picture; the historical value of such a production to future generations; that it would be almost criminal negligence not to have such a n authentic contemporaneous record; that it must be done by some commercial producer to avoid the suggestion that it is for the personal exaltation and political aggrandizement of the President; that it is necessary to give the people at the present time an adequate idea of the problems and perplexities that have confronted the administration; that a precedent has already been established by the rulers of Great Britain; and that the posing for a recognized master, either for a historical painting or a picture would not involve a similar concession to every cartoonist or producer.

It will be difficult to overcome the effect of a decision already reached, but I have hopes of McNab, who is wonderfully astute and very close to the administration. In the event that I find it impossible to get the President's consent to appear in a scene or two, I shall, if you consider it advisable? try to get permission for someone to double for him and ask governmental co-operation on the picture. The results and time may serve to work a change in the President's views, and he might then consent to appear before the camera.

Inquirey at the Department of Justice concerning the Eastman case reveals: That it was not a criminal procedure upon an indictment, but acivil suit for the dissolution of a trust; that judgment in the lower

court was rendered for the government and a dissolution ordered; that an appeal was taken to the U. S. Supreme Court, where the case is now pending, and that the hearing has recently been continued until the next term, a year, hence, for the reason that the dissolution and reorganization of the different companies would involve financial readjustments inadvisable under war conditions.

I reported fully about ten days ago to Mr. Taylor upon the income tax situation.

My wife and I had a light attack of the influenza, but are about recovered from it. I find, however, that I am still suffereing from my illness of the summer. I am gaining none of the lost weight, my nerves are badly frayed and unless I am very careful I shall have another breakdown. I am resting as much as possible, however, taking every possible care of myself and expect to be all right very soon. Fortunately matters are moving slowly at the present time, owing to official conditions, and I can look after everything without completely exhausting myself. Having never known illness since the mumps period of my life my condition is nothing more than disgusting to me.

Sincerely,

Grant Carpenter

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | X |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

October 23 1918 Wak

D. W GRIFFITH HOTEL ALEXANDRIA
LOS ANGELES CALIFORNIA

CLUNE CONTRACT YOUR PICTURES AT COAST GET IN TOUCH WITH MR WABLAR ARTCRAFT EXCHANGE MAN FOR STATUS OF CONTRACT MATTER CANNOT BE HANDLED FROM THIS END VERY WELL YOU MIGHT BE ABLE TO MAKE ARRANGEMENTS WITH CLUNE PERMITTING YOU TO MANAGE EXHIBITION AT AUDITORIUM STOP SCHWAIBE NATIONAL EXHIBITORS INTERESTED IN BABILONIAN STORY WHEN WILL YOU BE READY TO SHOW IT TO EITHER ZUKOR OR SCHWAIBE FOR RELEASE OR DO YOU INTEND TO HANDLE IT YOURSELF BELIEVE PROGRAM ARRANGEMENT MORE ECONOMICAL AND LESS RISK

BANZHAF

2 Rector Street N Y C

Bidwell

COPY

MASTER PRODUCTIONS LTD.
Telephone Regent 5600.

81&83 Shaftesbury Avenue,
LONDON,W.I. Sept. 23rd,1918.
England.

Mr.Henry Sherman,
160 Broadway,
New York.

Dear Henry,

On the 10th of May I entered into an Agreement with Mr. William Elliot Burlock who had power of Attorney in England for The Wark Producing Corporation, LongAcre Buildings, New York and I purchased the exclusive Rights for the film "INTOLERANCE" for Africa and I paid £1.500 for the Exclusive Rights. One of the clauses in this African Agreement reads as follows:-

Such further copies to be new copies in first rate condition for showing and printed upon Eastmans Stock. The copies to be invoices to the Hirer and to be paid for by him at the rate of £160 each. Delivered in London. Such price of import duty in the United Kingdom calculated on the present basis and the hirer agrees that should the import duty be raised in the future any increase of duty beyond 1d per shall be paid by the hirer in addition to the price of £160. per copy.

The import duty in the United Kingdom has not been raised and is 1d.per foot."Intolerance" measures 13.155 feet per copy and the import duty in the United Kingdom at 1d per foot would be £55. 1.3. The freight, insurance etc., in London on 13 reels would be at least £25. We calculate it at £20. 3. o making the total of £75.(£54.16.3 and £20.3.9 deducting £75. from £160 per copy makes a copy delivered in New York £85. Therefore, we ask you to please order one copy immediately, at £85. and then please have same delivered immediately to The International Variety Theatrical Agency,Putnam Buildings, who are the Agents for the African Film Trust.

After you have arranged with the Wark Corporation please cable and we will immediately cable you £85. 0. 0 and please be good enough to have the copy "Intolerance" delivered as requested above.

We may mention that the Agreement with The Wark Producing Corporation is in our Managing Director's name and not Master Productions Ldt.., With best wishes and compliments,

Sincerely Yours,
Master Productions Ltd..,

(Signed) W. WERTHEIMER.
Director.

October 23rd, 1918.

Mr. McCarthy,
c/o The Wark Producing Company,
1476 Broadway,
New York City.

Dear Mr. McCarthy:-

In reference to our various conversations regarding the contract for the exclusive rights for the whole of Latin America, exclusive of the Republic of Mexico, for your two productions THE BIRTH OF A NATION and INTOLERANCE, I beg to submit herewith the details required by you for the execution of this contract.

FIRST:- The contract should be made in the name of MAMUEL SAENZ and ERNESTO J. MAI, co-partners, doing business as SAENZ & MAI of 531 Avenida Presidente Roca, Buenos Aires, Argentine.

SECOND:- The contract should comprise the following territories:- Argentine, Paraguay, Uruguay, Chile, Bolivia, Peru, Equador, Brazil, Venezuela, Columbia, and French, British and Dutch Guiana, constituting the whole of South America, as well as Central America Panama and the Canal Zone and the entire archipelago known as the West Indies.

THIRD:- The amount to be paid for these two productions is twenty-seven thousand, five hundred dollars for INTOLERANCE which price includes four complete prints with the titles correctly translated into Spanish and two prints with Flash titles. The price to be paid for THE BIRTH OF A NATION is twelve thousand five hundred dollars inclusive of one print with Spanish titles. It is understood that we can secure any number of prints we require at the price of eight cents per foot. Payments are to be made through the American Foreign Banking Corp. on presentation of shipping documents.

FOURTH-Should the American War Trade Board refuse to issue export licenses for shipment to any of the countries hereinbefore mentioned, it is understood that you will allow us the proportionate reduction in the price for these territories.

FIFTH:-We naturally expect you to give us full protection in case illegally obtained copies should have been introduced and exhibited in any of the countries before mentioned. We realize that THE BIRTH OF A NATION has already been exhibited once in the territories of Argentine, Paraguay, Uruguay and Chile.

Trusting that these conditions will meet with your approval and that you will soon have the contract ready for signature, we remain,

Yours very sincerely,

Sáenz y Mai

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

October 24th 1918.

Mr. E.C. Bidwell,
c/ Griffith Studio,
4500 Sunset Boulevard,
Los Angeles, Calif.

Dear Mr. Bidwell:

I have your favor of the 17th inst., regarding Wark Producing Company's account, together with statements therein rendered. The statements which you sent covering this account have been filed with the Wark Company and I wish to state that this is a very fine method to adopt in taking care of any charges you may have against the Wark Company for any work done on its behalf, and the same procedure should apply to any work that you may do for said Company for the "Hearts of the World" or the F-4 or any other production, which is not directly connected with the Program account, and if you will adopt this procedure with all accounts of "Hearts of the World" I am sure that the same can be readily adjusted and clearly understood.

If you will advise me from time to time of the indebtedness of the Wark Company to you and enclose the statements therefor, checks will be forwarded. The balance of your said statements, viz., $101.84 can be carried over on your next statement to be rendered.

I enclose herewith copy of letter addressed to Mr. Henry Sherman from E. Wertheimer of London relative to the ordering of one print for South Africa which print I have ordered from you by wire.

I forwarded this for your information so that you may know the cost at which you should bill this print to the Wark Company. Mr. Wertheimer under his contract with Mr. Burlock has the option of ordering these prints delivered at London at the figure mentioned in the enclosed letter or can request delivery in New York at 100 £ per print. You will note that pursuant to the terms of Wertheimer's letter he requests delivery in New York at the London price, viz, 160 £, plus cost of duties, expressage, insurance, etc. We are permitting him to order in this manner in order to save us the risk of shipping the print abroad C.O.D., thus eliminating the hazards of the sea, annoyances of export liscences, expressage, customs, etc, and also the risk of having the total

amount of the C.O.D. in London being seized by the British Government on account of Burlock's failure to pay taxes.

I have also wired you regarding the other prints of "Intolerance", two for Canada, Six ~~for~~ with English flash titles for Spain, Portugal, Greece, Rumania, Bulgaria, European Turkey, and six for South American, four Spanish titles and two English flash titles. Also one for Holland, with English flash titles.

These orders should receive your prompt attention as we are under contract to make the aforesaid deliveries within thirty days from the date of ordering. We are also receiving bids for other European territory and it would be therefore advisable to have extra prints with flash titles forwarded with the other shipments.

Kindly advise me fully regarding this matter.

Very truly yours,

Albert D. Barnhart

2 - Canada
6 - Bulgaria, Turkey, Spain, Portugal, Greece, Roumania
4 - So American (Eng titles) "Flash"
2 - " "
1 - Holland - Flash
15

AHTB/D
Enc.

HARRY E. AITKEN, PRESIDENT
D. W. GRIFFITH, VICE-PRESIDENT

ROY AITKEN, SECRETARY
ALBERT H. T. BANZHAF, TREAS.

#7

# D. W. GRIFFITH'S
MOTION PICTURE PRODUCTION
# "THE BIRTH OF A NATION"
PRODUCED BY
## EPOCH PRODUCING CORPORATION
EXECUTIVE OFFICES
Longacre Building, 42nd Street and Broadway, New York

TELEPHONE, BRYANT 5293-5294

J. J. McCARTHY
GENERAL MANAGER

THEODORE MITCHELL
GEN'L PRESS REPRESENTATIVE

October 24th,1918.

Mr. Albert H.T. Banzhaf,
2 Rector Street,
New York City.

Dear Banzhaf:-

Enclosed find letter from Mr. Mai embodying information necessary for the drawing up of the contracts for "INTOLERANCE" and "THE BIRTH OF A NATION".

Please acknowledge receipt, and oblige,

Yours very truly,

J. J. McCarthy

JJM/MOC
*Encl.

RESEARCH DEPARTMENT

FOUNDED 1798

# Thomas Nelson & Sons

PUBLISHING COMPANY, INC.

381-385 FOURTH AVENUE, NEW YORK

Oct. 24, 1918.

David Wark Griffith,
Lasky Studio,
Hollywood, California.

Dear Sir:-

We are pleased to enclose a check for $51.50 in payment for the preparation of the article on Moving Pictures for the October 1918, Renewal Pages of Nelson's Perpetual Loose-Leaf Encyclopaedia. Will you kindly sign and return to us one of the enclosed receipts.

Thanking you for your co-operation, we are,

Very truly yours,

THOMAS NELSON & SONS.

Marion B. Crowell

MBC/MR

RESEARCH DEPARTMENT

FOUNDED 1798

# Thomas Nelson & Sons

PUBLISHING COMPANY, INC.

381-385 FOURTH AVENUE, NEW YORK

Oct. 24, 1918.

TO DAVID WARK GRIFFITH.

For Preparation of the Article on MOVING PICTURES.

3,433 words at $15.00 a thousand words.....$51.50.

Received Payment.....D W Griffith

Hearts World

October 24th 1918.

Gillespie Bros. & Co.,
220 West 42nd Street,
New York City. Attention of Mr. Aragon.

Dear Sir:

Your favor of the 18th inst. received and in reply thereto, beg to advise that I will forward a power of attorney as you requested to Mr. Griffith for his signature and will order a certified copy of the copyright of "Hearts of the World" for your account.

Very truly yours,

XXXX
AHTB/D

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

October 24, 1918.

Mr. Henry L. Sherman,
160 Broadway,
New York City.

Dear Sir:

We have your favor of the 22nd inst., addressed to the Wark Company, regarding Mr. Wertheimer's order for one print of "Intolerance" and beg to advise that we have ordered this print from the Los Angeles office and will advise you of the receipt thereof when the same is received here.

I also enclose herewith a copy of Mr. Wertheimer's letter to you under date of September 23rd, 1918, the original of which we have kept for our files as your authority to receive said print on behalf of Mr. Wertheimer.

Very truly yours,

AHTB

AHTB/D
Enc.

October 25, 1918

TO WHOM IT MAY CONCERN:--

This is to say that Henry J. Kearney was employed as a motion picture operator at this studio for about two years and was later used as operator with one of my big road company attractions.

His work was highly satisfactory in every detail. He is honest, sober and industrious. I have great pleasure in recommending him to anyone who may be in need of his services.

Very truly yours,

D. W. GRIFFITH STUDIO

By _____
Manager Productions

WEK-W

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

October 25th 1918.

Mr. Robert Rubin,
#165 Broadway,
New York City.

Dear Mr. Rubin:

Replying to your favor of the 17th inst. regarding delivery of subsequent prints of "Hearts of the World" to Messrs. Allen of Canada, I beg to advise that as we have not as yet received a copy of their contract with the British War Department we cannot answer your communication regarding Burlock's authority to agree for future deliveries. However, as soon as we receive the same we will be glad to advise you thereof.

There will be no question, however, that the Allens may purchase subsequent prints if they do not exceed the quota allowed, if any, at the rate of 8¢ per foot F.O.B. Los Angeles.

Very truly yours,

AHTB /GD

COMMUNITY LABOR BOARD

UNITED STATES EMPLOYMENT SERVICE

No. 207 South Broadway,

Los Angeles, California.

Mr. D. W. Griffith,
Sunset Studios,
4500 Sunset Blvd., City

OCT 26 1918

Sir:

Attached herewith is copy of notice which is now posted in the Service Bureau of the Motion Picture Producers' Association, and other places. In connection therewith, particular attention is directed to the class of men who should be refused employment when applying for positions in the production of pictures by your company.

In accordance with an understanding had with the District Draft Board and the Motion Picture Producers' Association, and others, it was stipulated that only men in possession of a "War Measure Identification Card" would be regarded as essential to the picture industry. It has been very noticeable that this arrangement is not being carried out by many of the motion picture producers and others.

To retain the privilege of leaving unmolested certain motion picture actors and others deemed essential to the industry by the issuance of "War Measure Identification Cards", it will be necessary that each picture company discontinue the employing of men not in possession of such cards, and attempt to keep employed continuously the men who hold the cards in question; otherwise, it will be necessary to take steps to revoke all privileges granted by the District Draft Board of Los Angeles City.

In order that the local District Draft Board and the Community Labor Board may keep a close check on the large numbers of men occasionally employed as extras, it is suggested that the help desired by the various motion picture companies be obtained thru the Service Bureau conducted by the association.

FEDERAL COMMUNITY LABOR BOARD,
UNITED STATES EMPLOYMENT SERVICE.

By Emil J. Bernstein
Chairman.

COMMUNITY LABOR BOARD

UNITED STATES EMPLOYMENT SERVICE

Los Angeles, Cal.

# A T T E N T I O N

The Motion Picture Producers' Association of Southern California, working in co-operation with the District Draft and Local Boards and the Federal Community Labor Board of the United States Employment Service, U. S. Department of Labor, has agreed to employ no one in producing pictures, either thru the Service Bureau or on the field, except in instances of extreme necessity, say, for instance, should the list of essentials become exhausted, and then only upon permission being granted by the Federal Community Labor Board, unless the person seeking employment is in possession of a "War Measure Identification Card", as issued by the Motion Picture Producers' Association.

Men not in possession of such a card are regarded as non-essential to the picture industry and for the fulfillment of their patriotic obligations to their country during the present national emergency, it becomes necessary to request that they undertake essential work, and for this purpose should report at the office of the United States Employment Service, corner of Spring and Court (Franklin) Streets, and secure particulars as to the nature of work, wages paid, etc.

FEDERAL COMMUNITY LABOR BOARD

UNITED STATES EMPLOYMENT SERVICE

# FAMOUS PLAYERS - LASKY CORPORATION

485 FIFTH AVENUE MURRAY HILL 8500 CABLE ADDRESS FAMPLM NEW YORK CITY

LEGAL DEPARTMENT
ELEK JOHN LUDVIGH
ARTHUR S. FRIEND
HAROLD MINOT PITMAN
RALPH A. KOHN
COUNSEL

October 29, 1918.

Mr. A.H.T. Banzhaf,
2 Rector St.,
New York City.

Dear Mr. Banzhaf:

Enclosed please find copy of the contract for "Hearts of the World" with Gillespie Bros., for which you asked this afternoon. You need not bother to return the same.

Yours very truly,

Harold M. Pitman

HMP:RF
Encl.

CODES USED A. B. C. 5TH EDITION IMPROVED
WESTERN UNION

TELEPHONE: BRYANT 4200
CABLE ADDRESS: HABUNG, N. Y.

# Piedmont Pictures Corporation

OF NEW YORK

DISTRIBUTORS OF THE WORLD'S BEST PRODUCTIONS
CONFIDENTIAL BUYING AGENTS

130 WEST 46TH STREET

NEW YORK CITY

October 29th, 1918

Mr. Albert H.T.Banhaf,
2 Rector Street,
New York City.

Dear Sir:-

We have reference to your letter of July 25th addressed to our former export manager, Mr. Joseph Lamy, in regard to the sale of "INTOLLERANCE" for the Far East.

We beg to state that one of our customers cables us that he is willing to pay for said territory the price of $12,500.-- including one print and additional prints extra at eight cents per foot.

Kindly advise us immediately after receipt of this letter if the above price is acceptable to you so that we may cable our customer accordingly. Please inform us also what cash deposit you require, we would suggest $2000.-- , when placing the order.

As explained to you already in our letter of July 31st your price for "INTOLLERANCE" is a pretty high one and of all our customers we received only one firm offer which we submit to you as per above and trust that you will accept same.

Looking forward to your confirmation, we remain,

Yours very truly,
PIEDMONT PICTURES CORPORATION.

FHA/AMO.

J. Hamburger
VICE- PRESIDENT.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

October 30th 1918.

Mr. David W. Griffith,
Hotel Alexandria,
Los Angeles, Calif.

Dear Mr. Griffith:

I have had a talk with your brother concerning his 10% interest of your net profits from "Hearts of the World" and from all Program productions, pursuant to your agreement.

He desires to advise that this 10% should be deducted from your profits when received by you from the "Hearts of the World" and from any other sources and that you invest such proceeds in tax exempt bonds preferably Government First Liberty Loans which are now selling for about par.

These bonds are preferable for the reason that they are absolutely tax-exempt irrespective of the amount held and therefore no mention need to be made as to the amount of this issue which the tax-payer may hold. The subsequent Liberty bonds you will remember are tax-exempt on certain limited amounts so that ~~xx~~ the tax-payer will have to disclose the amount of bonds which he may own personally or which he may hold as trustee for someone else in order to ascertain whether or not income tax thereon should be paid either by the holder personally or as trustee. In other words, any investments which you may make of this character of investments either for yourself or as trustee for another I would suggest that you buy nothing but First Liberty Loans, 3½% as you may hold said bonds in any amount without having to make a ~~xx~~ return personally or as trustee.

If you have any difficulty purchasing such bonds at the Coast I can arrange to purchase the same here for your account.

Bidwell should keep a record of the amount of the 10% of your profit of "Hearts of the World" which you set aside for the benefit of your brother in order that you may be able to deduct the same from your income tax and other statements and in order that your brother may know the amount to account for in his income tax statement.

If you have any other investments as trustee, said investments should be of the same issue on account of the actual assurance that they will always remain tax-exempt, and I believe that after the War they will advance two or three points above par on account of these features.

With best regards, I remain

Very truly yours,

Albert H. Benchley

AHTB /GD

Los Angeles Offices
429 South Figueroa Street

Chicago Offices
110 South Dearborn Street

**Motion Picture News, Inc.**
729 Seventh Ave., cor. Forty-ninth St., New York City
PUBLISHERS OF

Motion Picture News
AS THE QUALITY CIRCULATION OF THE TRADE

Motion Picture Studio Directory
TELLS ALL ABOUT THE PEOPLE OF THE SCREEN

WM. A. JOHNSTON,
President

E. KENDALL GILLETT,
Secretary & Treasurer

Wednesday, Oct. 30
1 9 1 8

D. W. Griffith
Los Angeles
California

Dear Mr. Griffith:--

I want to thank you from the bottom of my heart for the letter I received from you some time since on my reviews of your pictures. It gratifies me particularly now as those in charge here, evidently holding a different opinion, have displaced me with an "exhibitor-reviewer", reducing me to a position of a mere compiler of hack advertising material.

Surely it will not be out of place to say here how thoroughly I enjoyed your "The Great Love", despite the fact that I went to see it after hearing it commented upon unfavorably by jealous professionals here. I am looking forward to the day I shall see "The Romance of Happy Valley.

Thanking you again, I am

Very sincerely yours, Peter Milne

Griffith Ranch.

Oct. 30th, 1918.

Mr. D. W. Griffith,
4500 Sunset Blvd.,
Hollywood.

Dear Mr. Griffith:

Following your instructions of some four weeks ago regarding improvements to be made at the ranch, I have gone over the land very carefully, both by myself and with Mr. Bidwell, and am attaching hereto a statement of estimated cost for improving the various sections of the ranch. You will notice that the total of these improvements cost a considerable sum of money and before attempting it on a wholesale plan, I thought it best to submit these figures to you.

Logically, the better plan will be to finish planting the three acres at the South end of the old ranch as I estimate this will cost only $383.00, and this particular tract of land does not require any extension to the present irrigating system, as the water will flow there without any additional pipe line being laid.

I would next recommend that we improve the nook of land that projects Eastward into what we call Coyote Canyon. This land is in two tracts; two acres in one tract and three and one-half acres in the other, making a total of a little over five acres that can be reclaimed. In order to protect permanent improvements in this gulley, a storm drain is required, which adds to the cost of improving this section. The figures for this are included in the attached schedule. By planting these last two tracts just named, that is the one at the South end and the upper end of Coyote Canyon, you will have all valuable land at the South end of the old ranch and it will add six hundred trees to the ranch.

Regarding the land at the North end of the ranch, that is on the mesa near the well, this land is in four separate tracts, each divided from the other by a gulley and the ground is so uneven and the slope so steep that Mr. Bidwell did not recommend spending any more money there until the balance of the ranch is improved.

The estimated cost for installing the irrigating system on these twenty acres is $1661.50, and the cost of planting 1800 trees on this land would be $1440.00 additional, making a total of $3101.50 for clearing and planting this table land, and as stated before, the ground is so uneven that it would be largely a waste of money to attempt to improve it as long as we have other land that is better and more suited for citrus growing trees.

Regarding the clearing and planting of the thirty acres in the new tract, I estimated that it will cost around $4750.00, to clear the land. It will also cost, for the irrigating system, about $1529.50, and to plant the fruit trees will cost $2160.00. This makes the estimated cost for clearing, installing the irrigating system and planting the new thirty acres about $8439.50. In addition to this there will be some cost for fencing, but I have not included the figures, for the reason that much of this will be eliminated by building a rock fence from the stones which we will have to remove in clearing the land and of course the cost would be included in the clearing cost.

Trusting I have made myself clear, I remain,

Yours very truly,

Carl Sternlow

Estimates at Griffith Ranch.

To water North end ( 20 acres of mesa )

| | | | | | |
|---|---|---|---|---|---|
| requires | 650 ft. | of 4" | steel line Pipe - - - - - - - - - - - | -260.00 | |
| | 1250 " | " 8" | special cement pipe - - - - - - - - - | 312.50 | |
| | 2000 " | " 8" | main line on mesa - - - - - - - - - - | 440.00 | |
| | 1600 " | " 6" | laterals - - - - - - - - - - - - - - | 352.00 | |
| | 72 - | 12" | stands - - - - - - - - - - - - - - - | 252.00 | |
| | 3 | | Cast Iron controlling gates - - - - | 45.00 | |
| | | | | 1661.50 | |
| | | | Cost of 1800 trees - - - - - - - - - | 1080.00 | |
| | | | Planting 1800 trees - - - - - - - - - | 360.00 | 3101.50 |

South End not planted - 3 acres.

| | | | | | |
|---|---|---|---|---|---|
| requires | complete clearing and grading - - - - - - - - - - - | | | 175.00 | |
| | | | Cost of 260 trees - - - - - - - - - - | 156.00 | |
| | | | Planting 260 trees - - - - - - - - - | 52.00 | 383.00 |

East bay or Coyote Canyon - 2 & 3 1/5 Acres.

| | | | | | |
|---|---|---|---|---|---|
| requires | 1090 ft. | of 12" | Cement Storm Drain - - - - - - - - | 327.00 | |
| | 860 " | " 8" | " irrigation pipe - - - - - - | 189.20 | |
| | 28 - | 12" | Stands - - - - - - - - - - - - - - - | 98.00 | |
| | | | Grading & Filling Gulley - - - - | 600.00 | |
| | | | Cost of 340 trees - - - - - - - - | 204.00 | |
| | | | Planting 340 " - - - - - - - - - | 68.00 | 1486.20 |

West 30 acres

| | | | | | |
|---|---|---|---|---|---|
| requires | to clear and grade 20 acres - - - - - - - - - - - - - - | | | 2500.00 | |
| | " " " " balance 10 acres - - - - - - - - | | | 2250.00 | |
| | 1000 ft. of | 8" | main cement line - - - - - - - - - | 220.00 | |
| | 3500 " " | 8" | lateral cement line - - - - - - - - | 770.00 | |
| | 159 - | 12" | Stands - - - - - - - - - - - - - - | 539.50 | |
| | Cost of 1800 trees for the 20 acres - - - - - - - - | | | 1080.00 | |
| | Planting " " " " " " - - - - - - - - | | | 360.00 | |
| | Cost of 900 " " " 10 " - - - - - - - - | | | 540.00 | |
| | Planting 900 " " " 10 " - - - - - - - - | | | 180.00 | 8439.50 |
| | 4125 Lineal Feet of fencing - - - - - - - - - - - - - | | | ? | |

D. W. GRIFFITH CORPORATION

FINANCIAL STATEMENT

Period

May 20th 1916 to Sept. 30th 1918.

10/25/18

D. W. GRIFFITH CORPORATION

-o-o-o-o-o-

FINANCIAL STATEMENT

Period

May 20th 1916 to September 30th 1918

-o-o-o-o-o-

CONTENTS


Statement 1 Cash Receipts and Disbursements

2 (Assets and Liabilities and Profit and Loss

3 Analysis D. W. Griffith Personal

4 ( " Wark Producing Corp. and ( " General Expenses

5 " of Payments to A. H. T. Banzhaf and disposition thereof

6 " of Advances to "Hearts of the World" Pages 1-3

Oct. 30th, 1918.

Mr. D. W. Griffith,

Los Angeles, California.

Dear Sir:-

By request of Mr. A. H. T. Banzhaf I have audited the books and records of THE D. W. GRIFFITH CORP. and prepared a financial statement thereof, which is appended hereto.

Inasmuch as the compilation of all financial statements is somewhat technical, I am adding herewith certain supplementary information which is intended to facilitate in the reading of the various statements.

STATEMENT NO. 1 shows a summary of the sources of all CASH RECEIPTS received also a summary of all CASH DISBURSEMENTS made by the Corporation. I have reconciled these receipts and disbursements with the statement rendered by the Bank and have proved them to be in accordance with the records as shown on the Books. I have noted opposite certain of these receipts and disbursements the number of the statement showing how they were applied.

STATEMENT NO. 2 explains the nature of the various ASSETS AND LIABILITIES of the Corporation, also the sources of all the REVENUES received, and the amount of EXPENSES and TAXES which were paid out of these Revenues, the difference between these two representing the SURPLUS, or unexpended balance of the Revenues.

At the organization of the Corporation the par value of the assets exceded the fixed capitalization by $6975.00. This amount is shown on the statement under the title "PAID IN SURPLUS AT ORGANIZATION" and bears no relation to the unexpended balance of revenues called "EARNED SURPLUS".

STATEMENT NO. 3 analyses the various expenditures made for you personally also the various sums which have been received from you personally or from other sources and for which your personal account has received Credit. The statement shows also how much of

the total amount charged to you, has been paid in cash out of Corporation funds and how much has been paid by the Wark Corp. and refunded to them by the Griffith Corp.

Among the items credited to you appears $9090.87 for account of Mr. G. W. Bitzer. This represents 10% of the total Royalties received from the Epoch Producing Corp. from Sept. 30th, 1916 to Dec. 31st, 1917. The disposition of all the Royalties is shown on the Profit and Loss Account (statement No. 2).

STATEMENT NO. 4 represents details of the loans made by the Griffith Corp. to the Wark Corp. and the nature of the settlement which was effected; this account is settled in full and closed.

On the lower part of above statement is shown an analysis of the nature of general expenses.

STATEMENT NO. 5 is an analysis showing the disposition of D.W.G. Corp. funds made by Mr. Banzhaf through his personal account. Examination of Mr. Banzhaf's personal records shows the disposition of these funds to be as recorded on this statement.

STATEMENT NO. 6 shows in details the various payments made by the Griffith Corporation and the Wark Corp. for account of the production "Hearts of the World". The payments which the Wark Corp. made were subsequently refunded to them by the Griffith Corp. The total expenditures made by each corporation is shown on the bottom of Statement 6 page 3. The refund for these expenditures on part of the Famous Players-Lasky Corp. is covered by the payment of $75000.00 received by you personally from said Corp.

I wish to draw your attention to the following advances made to Mr. G. W. Bitzer. I mention these to anticipate the possibility of these advances escaping your attention upon effecting settlement.

| | |
|---|---|
| Cash personally | $100.00 |
| To Miss Radford | 800.00 |
| " Mr. Bitzer's sister | 200.00 |
| Cash personally on a/c of Royalties | 800.00 |
| | $1900.00 |

Respectfully submitted,

D. W. Griffith Corporation

Statement of Receipts and Disbursements

RECEIPTS

| | | | |
|---|---|---|---|
| Epoch Producing Corp. | Royalties | 131848.32 | |
| " " " | Dividends | 7200.00 | |
| " " " | Return of Capital | 4200.00 | |
| Wark Co. | Interest on Cert. of Indebtedness | 2835.00 | |
| " " | Premium from Cert. of Indebtedness | 1575.00 | |
| " " | Refund of Cert. of Indebtedness | 15750.00 | |
| " " | Refund of Loans Loans see Stat. 4 | 31259.51 | |
| D. W. Griffith | Personal for Work Loans see Stat 4 | 14500.00 | |
| Interest on Deposits | | 325.68 | |
| Artcraft Pictures Corp. | | 66.65 | 209560.16 |

DISBURSEMENTS

| | | |
|---|---|---|
| D. W. Griffith Personal see Stat 3 | 103766.66 | |
| "Hearts of the World" Production | 17855.40 | |
| A. H. T. Banzhaf Projection Machine Co. | 18200.00 | |
| California Ranch | 2430.00 | |
| Wark Co. ~~Refund of~~ Mise Loans and Advances see Stat # 4 | 52360.19 | |
| Artcraft Pictures Corp. | 200.00 | |
| General Expenses | 3901.78 | |
| Taxes | 103.75 | 198817.78 |
| BALANCE IN BANK 9/30/18 | | 10742.38 |
| | | 209560.16 |

STATEMENT 1.

D. W. GRIFFITH CORPORATION

ASSETS AND LIABILITIES

ASSETS

| | | | | |
|---|---|---|---|---|
| **INVESTMENTS** | | | | |
| D. W. Griffith Corp. | 97 shares | 9700.00 | | |
| Epoch Prod. Corp. | 180 " | 1800.00 | | |
| F 4 Corp. | 225 " | 1125.00 | | |
| Autoscope Projector | | 18225.00 | 30850.00 | |
| **ACCOUNTS RECEIVABLE** | | | | |
| Wark Prod. Corp. | | 60250.00 | | |
| D.W.Griffith Personal (see statement 3) | | 43989.45 | | |
| " " " Calif. Ranch | | 3032.42 | | |
| "Hearts of the World" Advances (see statement 4) | | 51619.26 | | |
| Artcraft Pictures Corp. | | 283.35 | | |
| Wark Co. Certificate of Indebtedness. | | 19250.00 | 178424.48 | |
| **CASH IN BANK** | | | 10742.38 | 220016.86 |

LIABILITIES

| | | |
|---|---|---|
| Capital Stock | 205100.00 | |
| Surplus (as shown below) | 14916.86 | 220016.86 |

PROFIT AND LOSS

REVENUES

| | | | |
|---|---|---|---|
| ROYALTIES from Epoch Prod. Corp. | | 131848.32 | |
| THESE WERE DISPOSED OF VIZ:- | | | |
| Credit to Capital Stock | 100000.00 | | |
| " of 10% of Excess to D.W.G. for Mr. Bitzer | 9090.87 | | |
| " " 90% of Excess to D.W.G. Personal | 22757.45 | 131848.32 | Nil |
| DIVIDENDS from Epoch Prod. Corp. | | 11291.04 | |
| LESS amount credited to Epoch Prod. Corp. Stock on account of reduction in Par Value of Capital | | 4091.04 | |
| | | 7200.00 | |
| PREMIUMS 10% on refunded Wark Co. Certificates | | 1575.00 | |
| INTEREST on Wark Co. Certificates | | 2835.00 | |
| INTEREST " Bank Deposits | | 325.68 | |
| | | 11935.68 | |

CHARGES AGAINST REVENUES

| | | | |
|---|---|---|---|
| General Expenses see Stat. 4 | 3318.78 | | |
| Federal and State Taxes | 675.04 | 3993.82 | |
| Earned surplus | | | 7941.86 |
| PAID IN SURPLUS AT ORGANIZATION | | | 6975.00 |
| Total Surplus | | | 14916.86 |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

STATEMENT 2

D. W. GRIFFITH CORPORATION

ANALYSIS OF DISBURSEMENTS

D. W. GRIFFITH PERSONAL

CHARGES

| | | |
|---|---|---|
| Mrs. Griffith | | 83115.68 |
| " " Monthly Payments | | 9000.00 |
| Mr. Posner | | 3750.00 |
| Geo. Siegman on a/c Commission H. of W. | | 1000.00 |
| " " Salary in N.Y. 10/2/16-150.00 | | |
| " " RR fare to L.A. " | 98.32 | 248.32 |
| G. W. Bitzer Personal | | 100.00 |
| " " " for M. Radford | | 800.00 |
| " " " for Mrs. Bitzer's sister | | 200.00 |
| " " " a/c Rayalties | | 800.00 |
| Willard Griffith | | 200.00 |
| San Pedro Property Assessment | | 220.00 |
| A. L. Grey to Los Angeles | | 90.56 |
| Dorothy Gish for Auto | | 953.50 |
| Life Insurance Premium | | 1893.00 |
| Bond Premium for Lost Certificate | | 1500.00 |
| Feddral Insurance Tax for 1916 | | 9040.49 |
| Personal Cash paid by Wark Co. | | 1000.00 |
| Motion Picture News Advertisement | | 88.00 |
| Shirts | | 72.50 |
| Players Club Dues | | 29.00 |
| Booth Memorial fund | | 25.00 |
| Refund to Wark Co. for Misc. Advances | | 277.98 |
| | | 114404.03 |

CREDITS

| | | |
|---|---|---|
| Cash loaned to Wark Co. by D.W.G. | 22500.00 | |
| " from Majestic Co. paid to Wark Co. and accounted for with other advances | 16066.26 | |
| 10% of Excess Epoch Royalties for G.W.Bitzer (see Note) | 9090.87 | |
| 90% of Excess Epoch Royalties (see Note) | 22757.45 | 70414.58 |
| NET ADVANCES | | 43989.45 |

NOTE: The Excess Royalties represent the amount of Royalties received in excess of $100,000.00 which were capitalized; this excess was placed to the Credit of D. W. Griffith Personal a/c.

STATEMENT #3

D. W. GRIFFITH CORPORATION

ANALYSIS OF DISBURSEMENTS

D. W. GRIFFITH PERSONAL

CHARGES

| | | | |
|---|---|---|---|
| Mrs. Griffith | | 83115.68 | |
| " " | Monthly Payments | 9000.00 | |
| Mr. Posner | | 3750.00 | |
| Geo. Siegman on a/c Commission H. of W. | | 1000.00 | |
| " " | Salary in N.Y.10/2/16-150.00 | | |
| " " | RR fare to L.A. " 98.32 | 248.32 | Paid by Wark Co. |
| G. W. Bitzer Personal | | 100.00 | " " " " |
| " " " | for M. Radford | 800.00 | |
| " " " | for Mrs. Bitzer's sister | 200.00 | |
| " " " | a/c Rayalties | 800.00 | |
| Willard Griffith | | 200.00 | |
| San Pedro Property Assessment | | 220.00 | |
| A. L. Grey to Los Angeles | | 90.56 | |
| Dorothy Gish for Auto | | 953.50 | |
| Life Insurance Premium | | 1893.00 | |
| Bond Premium for Lost Certificate | | 1500.00 | |
| Federal Insurance Tax for 1916 | | 9040.49 | |
| Personal Cash paid by Wark Co. | | 1000.00 | |
| Motion Picture News Adv. | | 88.00 | |
| Shirts | | 72.50 | |
| Players Club Dues | | 29.00 | |
| Booth Memorial fund | | 25.00 | |
| Refund to Wark Co. for Misc. Advances | | 277.98 | |
| Paid by D.W.G. Corp. | | 103,766.66 | |
| " " Wark " | | 10637.37 | 114404.03 |
| | | 114,404.03 | |

CREDITS

| | | |
|---|---|---|
| Cash loaned to Wark Co. by D.W.G. | 22500.00 | |
| " from Majestic Co. paid to Wark Co. and accounted for with other advances | 16066.26 | |
| 10% of Excess Epoch Royalties for G.W.Bitzer (see Note) | 9090.87 | |
| 90% of Excess Epoch Royalties (see Note) | 22757.45 | 70414.58 |
| NET ADVANCES | | 43989.45 |

NOTE: The Excess Royalties represent the amount of Royalties received in excess of $100,000.00 which were capitalized; this excess was placed to the Credit of D. W. Griffith Personal a/c.

STATEMENT #3

D. W. GRIFFITH CORPORATION

Analysis of Account
Wark Producing Corp.

LOANS MADE TO WARK CORP.

| | | | |
|---|---|---|---|
| by D. W. Griffith Corporation | 14500.00 | | |
| | 37871.90 | 52371 90 | |
| " " " " " | ~~37860.19~~ | ~~52360.19~~ | |
| " " " " from Cash Received from Majestic Co. | | 16066.26 | |
| | | | 76438.16 |
| " " " " Personally | | 8000.00 | ~~76426.45~~ |

SETTLEMENT BY WARK CORP. FOR ABOVE LOANS

| | | | |
|---|---|---|---|
| MISCELLANEOUS ADVANCES | | | |
| | | 34588.86 | |
| "Hearts of the World" | | ~~34577.15~~ | |
| Geo. Siegman Salary | 150.00 | | |
| G. W. Bitzer Cash | 100.00 | | |
| Geo. Siegman R.R. fare to L. A. | 98.32 | | |
| D. W. G. Income Tax 1916 | 9040.49 | | |
| Wired to Bidwell for Ranch | 602.42 | | |
| J. J. McCarthy Loan | 50.00 | | |
| San Pedro Assessment | 220.00 | | |
| Motion Picture News Advertisement | 88.00 | | |
| A. L. Grey R R fare to Los Angeles | 90.56 | | |
| Artcraft Pictures Corp. | 150.00 | 10589.79 | |
| | | | 76438.16 |
| CASH PAID IN SETTLEMENT FOR BALANCE | | 31259.51 | ~~76426.45~~ |

Analysis of General Expenses

| | | | |
|---|---|---|---|
| Mr. Banzhaf 18 Months @ 150.00 | | 2700.00 | |
| Clerical Help | | 200.00 | |
| Price Waterhouse & Co. fee | | 50.00 | |
| Corporation Trust Co. (Jersey office) | | 110.00 | |
| Misc. Legal Expenses Telegrams, Cables, etc. | | 258.78 | 3318.78 |

STATEMENT 4.

D. W. GRIFFITH CORPORATION

**Analysis of Payment to A. H. T. Banzhaf**

| | | |
|---|---|---|
| TOTAL CHECKS DRAWN TO ORDER OF A. H. T. BANZHAF | | 120965.60 |

THESE FUNDS WERE ACCOUNTED BY PAYMENTS VIZ:-

| | | |
|---|---|---|
| Mr. Posner | 3750.00 | |
| Mrs. Griffith | 92115.68 | |
| Projector Investment | 18200.00 | |
| Bond Premium for lost Certificate | 1500.00 | |
| A.H.T. Banzhaf for services 18 mos. @ $150.00 | 2700.00 | |
| Legal Expenses, Telegrams, Cables, etc. | 276.49 | |
| Dorothy Gish for Auto | 953.50 | |
| M. Radford for Bitzer | 800.00 | |
| Mr. Bitzer's sister | 200.00 | |
| Misc. for "Hearts of the World" (included in Stat. 6) | 268.43 | |
| D.W.G. membership M.P.Industry | 100.00 | |
| D.W.G. Shirts | 72.50 | |
| Players' Club | 12.50 | |
| " " | 16.50 | 120965.60 |

STATEMENT #5

ANALYSIS OF DISBURSEMENTS

WAR PICTURE

| | | | |
|---|---|---|---|
| Apr. 5 | 1917 | Postal Telegraph Co. | 19.26 |
| " 27 | | Safety Suit | 60.00 |
| May 12 | | American Line (Gish) | 420.00 |
| " 15 | | Sidney Smith (Expenses) | 35.00 |
| " 18 | | Passport Photos | 2.60 |
| " 25 | | Sidney Smith (Expenses) | 6.00 |
| " 26 | | Brulatour (Negative Stock) | 1,633.00 |
| " 26 | | White Star Line ( Gish,Bitzer etc) | 571.50 |
| " 28 | | Passport Photos | 2.00 |
| " 29 | | Sidney Smith (Expenses) | 6.85 |
| " 29 | | A.H.T.Banzhaf (Expenses) | 29.65 |
| " 31 | | White Studios (Photos) | 1.80 |
| " 31 | | International Mercantile Marine | 226.40 |
| " 31 | | Phil De Angelis (Expenses) | 6.25 |
| Jun 2 | | J. Altschuler (Salary) | 550.00 |
| " 8 | | J. S. Connolly | 200.00 |
| " 12 | | Bitzer (Salary) | 500.00 |
| " 14 | | Motion Picture Apparatus Co. (Debrie Printer) | 650.00 |
| " 15 | | Bitzer (Salary) | 250.00 |
| " 20 | | Edmund Ratisbonne (French Government Rights) | 4,342.17 |
| " 23 | | Bitzer (Salary) | 250.00 |
| " 30 | | Bitzer (Salary) | 250.00 |
| " 30 | | American Express Co. (Duties and Customs Charges) | 32.75 |
| July 7 | | Bitzer (Salary) | 250.00 |
| " 9 | | A.H.T.Banzhaf (Western Union) | 40.00 |
| " 14 | | Ralph DeLacy (Salary) | 76.00 |
| " 14 | | Bitzer (Salary) | 250.00 |
| " 21 | | Bitzer (Salary) | 250.00 |
| " 21 | | Ralph De Lacy (Salary) | 38.00 |
| " 26 | | A. J. Smith (Expenses) | 12.06 |
| " 28 | | Bitzer (Salary) | 250.00 |
| " 28 | | De Lacy (Salary) | 78.00 |
| " 30 | | Transfer Charges | 1.92 |
| Aug. 1 | | A. J. Woodruff Co. (Customs Duties, etc.) | 63.85 |
| " 4 | | Bitzer (Salary) | 250.00 |
| " 4 | | De Lacy (Salary) | 78.00 |
| " 9 | | Forwarded to Bidwell | 686.00 |
| " 11 | | Bitzer (Salary) | 250.00 |
| " 11 | | De Lacy (Salary) | 78.00 |
| " 16 | | Forwarded to Bidwell | 172.00 |
| " 16 | | Bitzer (Salary) | 250.00 |
| " 18 | | J. Altschuler (Salary) | 200.00 |
| " 22 | | Forwarded to Bidwell | 172.00 |
| " 25 | | Altschuler (Salary) | 200.00 |
| " 25 | | Bitzer (Salary) | 250.00 |
| Sept 1 | | Altschuler Salary) | 200.00 |
| " 1 | | Bitzer | 250.00 |
| " 4 | | Forwarded to Bidwell | 597.10 |
| " 6 | | " " " | 332.00 |
| " 7 | | Bitzer (Salary) | 250.00 |
| " 7 | | Altschuler (Salary) | 200.00 |
| " 14 | | Forwarded to Bidwell | 198.00 |
| " 15 | | Altschuler (Salary) | 200.00 |
| " 15 | | Bitzer (Salary) | 250.00 |

| | | | |
|---|---|---|---|
| Jan. | 19 1918 - | Western Union | 60.20 |
| " | 11 | Western Union | 25.10 |
| " | 24 | Amer. Exp. Co. (Customs Chgs) | 171.50 |
| " | 25 | Spike Allen (Film shipment) | 22.50 |
| " | 7 | Morning Telegraph | 150.00 |
| Feb | 6 | Express Charges | 2.76 |
| " | 13 | Western Union | 48.20 |
| " | 19 | Western Union | 7.35 |
| Mar. | 6 | Pendennis Club | 22.04 |
| " | 11 | Telegraph Bill | 59.36 |
| " | 11 | A.H.T.Banzhaf Expenses | 33.12 |
| " | 11 | Cain Transfer Co. Cartage | 2.00 |
| " | 13 | American Exp. Co. | 48.85 |
| " | 16 | C. R. Wood Expenses | 6.00 |
| " | 6 | A. W. Herman Transportation | 19.76 |
| Apr. | 12 | Telegraph Bill | 132.84 |
| " | 16 | H. S. Clark Neg. & Pos. Film | 394.00 |
| " | 22 | A.H.T.Banzhaf Expenses | 54.50 |
| May | 14 | Telegraph Bill | 62.95 |
| June | 17 | Telegraph Bill | 76.79 |
| | | Cabled to London by Wark Co. | 9539.75 |
| | | Paid to Burlock for Disbursements in London | 8554.35 |
| | | | 51644.26 |
| | | Less Refund by J. Smith | 25.00 |
| | | | 51619.26 |

Paid by D.W. Griffith Corp (see Stat 1) 17855.40

less a spurious item to D.W.G. personal for advance of royalties to G.W. Bitzer charged to H of W. and credited subsequently (see Stat 3) 800.-

25- 825.-

less Refund Cash J Smith

17.03040

Paid by Wark Corporation (see Stat 4 34588.86 51619.76

| | | | | |
|---|---|---|---|---|
| Sept. | 20 | 1917 | Forwarded to Bidwell | 147.00 |
| " | 22 | | Altschuler (Salary) | 200.00 |
| " | 22 | | Bitzer (Salary) | 250.00 |
| " | 27 | | Western Union (July & Aug.) | 55.20 |
| " | 28 | | Forwarded to Bidwell | 280.00 |
| " | 29 | | Altschuler (Salary) | 200.00 |
| " | 29 | | Bitzer (Salary) | 250.00 |
| " | 30 | | Transfer Charges | 8.18 |
| Oct | 3 | | J. A. Barry | 1,000.00 |
| " | 4 | | Forwarded to Bidwell | 413.00 |
| " | 6 | | Biograph Express | 2.00 |
| " | 6 | | Bitzer (Salary) | 250.00 |
| " | 6 | | Altschuler (Salary) | 200.00 |
| " | 13 | | " " | 200.00 |
| " | 13 | | Bitzer (Salary) | 250.00 |
| " | 13 | | Forwarded to Bidwell | 221.00 |
| " | 16 | | J. W. Hampton, Jr. (Duty on Films) | 1,160.00 |
| " | 17 | | Sidney Smith (Additional for Hampton) | 500.00 |
| " | 18 | | J.J. McCarthy (Travelling expenses) | 25.00 |
| " | 18 | | Sidney Smith (Expenses) | 10.10 |
| " | 18 | | Forwarded to Bidwell | 983.00 |
| " | 19 | | Robert E. Harron (Salary) | 300.00 |
| " | 20 | | Altschuler (Salary) | 200.00 |
| " | 20 | | Bitzer (Salary) | 250.00 |
| " | 22 | | T. Mitchell (Travelling Expenses) | 130.00 |
| " | 22 | | Penn R. R. (Travelling Expenses) | 70.70 |
| " | 23 | | J. A. Barry (For moneys advanced) | 1,674.79 |
| " | 23 | | Lillian Gish (Salary) | 745.00 |
| " | 23 | | Dorothy Gish (Salary) | 1,675.00 |
| " | 24 | | Biograph Co. | 11.65 |
| " | 26 | | " " | 12.72 |
| " | 26 | | Penn R.R. | 44.50 |
| " | 26 | | Forwarded to Bidwell | 378.00 |
| " | 27 | | Altschuler (Salary) | 200.00 |
| " | 27 | | Robert E. Harron (Salary) | 300.00 |
| " | 27 | | Bitzer (Salary) | 250.00 |
| " | 27 | | Willird Hotel | 135.38 |
| " | 30 | | Knickerbocker Hotel | 422.96 |
| " | 31 | | Phil DeAngelis (Expenses) | 10.00 |
| " | 31 | | Transfer Charges | 9.88 |
| Nov. | 1 | | Biograph Co. | 51.34 |
| " | 1 | | Art Labratories | 16.36 |
| " | 1 | | Penn R. R. | 1,217.72 |
| " | 2 | | Taylor | 50.00 |
| " | 5 | | J. R. Miles (Use of Projection Room) | 48.75 |
| " | 5 | | Western Union (Cables) | 32.00 |
| " | 7 | | Von Stoheim (Advance Salary) | 85.00 |
| " | 8 | | Penn R. R. | 252.14 |
| " | 8 | | Western Union | 19.43 |
| " | 8 | | White Star Line | 7.50 |
| " | 8 | | Liberty Construction Co. (Boxes for shipping) | 48.00 |
| " | 8 | | Adolph Lestina | 25.00 |
| " | 19 | | Benedict & Benedict (Insurance Negative en route | 187.52 |
| " | 19 | | Penn R. R. | 132.30 |
| " | 19 | | Biograph Co. | 66.20 |
| Dec | 7 | | Penn R. R. | 27.46 |
| " | 7 | | Western Union | 40.40 |

Wark Co

October 30th 1918.

Piedmount Pictures Corporation,
130 West 46th Street,
New York City.

Gentlemen:

In reply to your favor of the 29th inst., with reference to the purchase of the State Rights of "Intolerance" for the far East, beg to advise that we offer the same to you upon following terms:

Price including one print Fifteen thousand ($15,000.) Dollars; Five thousand ($5,000.) cash; balance of Ten thousand ($10,000.) thirty days upon delivery of one print with English flash titles. Additional prints to be purchased at the rate of eight cents (8¢) per foot, Los Angeles. This offer to be binding must be accepted on or before November 6th 1918 and subject to the purchasers signing our usual form of contract. Period to run for ~~at least~~ six years from date thereof and to cover the rights of the following territory:

The Dutch East Indies, Strait settlements, Formusa, Philipines, Japan and all of Asia with the exception of Siberia.

We again wish to call your attention that no commissions are to be paid by the Company to anyone arising out of the sale of this territory.

Very truly yours,

AHTB

AHTB /D

CODES USED A. B. C. 5TH EDITION IMPROVED
WESTERN UNION

CABLE ADDRESS: HABUNG, N. Y.
TELEPHONE: BRYANT 4200

Wark

# Piedmont Pictures Corporation

OF NEW YORK

DISTRIBUTORS OF THE WORLD'S BEST PRODUCTIONS

CONFIDENTIAL BUYING AGENTS

130 WEST 46TH STREET

NEW YORK CITY Oct. 30, 1918

Mr. Albert H. T. Banzhaf
2 Rector Street
New York City

INTOLERANCE FOR THE FAR EAST

Dear Sir:

We beg to thank you for your kind offer of October 30th. The territory you mention, as long as you specifically mention all of ASIA with the exception of SIBERIA only, naturally includes, CHINA: INDIA and CEYLON.

We sincerely hope that our customers cable reply will reach us in time to close the deal.

We remain,

Yours very truly,

PIEDMONT PICTURES CORP.

Asst. Sales Manager

~~Vice President~~

CH:RS

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

D.W. GRIFFITH'S
SUPREME TRIUMPH
HEARTS
OF THE
WORLD
A ROMANCE OF
THE GREAT
WAR

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

Oct. 31st, 1918.

Mr. D. W. Griffith,
Hotel Alexandria,
Los Angeles, California.

Dear Mr. Griffith:-

Enclosed please find two summaries for weeks ending October 19th and October 26th. of our Companies also a summary of returns from State Rights.

Yours very truly,

Albert L. Grey

G/W

"HEARTS OF THE WORLD"

Returns from Company's OWN Exploitation

week ending

October 19 1918

| Town | State | Co | Days | Shows | Gross Receipts | Net Profit or Loss | Percent of Net Profits on Gross Receipts |
|---|---|---|---|---|---|---|---|
| New York | N. Y. | B | 7 | 14 | 4283.25 | 3406.52Loss | 79.58% |
| | TOTAL TO LAST WEEK | | | | 1.121300.23 | 211622.31 | 19.48% |
| | TOTAL TO DATE | | | | 1.125583.48 | 208215.79 | 18.59% |

"HEARTS OF THE WORLD"

Returns from Company's OWN Exploitation

week ending

October 26 1918

| Town | State | Co | Days | Shows | Gross Receipts | Net Profit or Loss | Percent of Net Profits on Gross Receipts |
|---|---|---|---|---|---|---|---|
| New York Knick. | N.Y. | B | 7 | 14 | 3384.05 | 2730.89Loss | |
| Standard | N.Y. | G | 6 | 11 | 3087.60 | 6.19 | |
| Newark | N.J. | C | 6 | 11 | 3184.25 | 10.96 | |
| TOTAL FOR THE WEEK 36 | | | | | 9655.90 | 2713.74Loss | 28.11% |
| TOTAL TO LAST WEEK | | | | | 1.125583.48 | 208215.79 | 18.59% |
| TOTAL TO DATE | | | | | 1.135239.38 | 205502.05 | 18.20% |

D.W. Griffith

Los Angeles, California

October 31, 1918

Mr. W. J. Lout,
Managing Editor,
London Advertiser,
London, O.

Dear Sir:

Permit me to thank you for your very wonderful editorial appearing in your newspaper in the issue of Friday, September 13th. The bad luck supposed to take place on Fraday, the 13th seems to have been very good luck as far as I am concerned.

This editorial is one of the finest tributes I have ever received, yet it is written in all sincerity. As a great writer has said, "Sincerity is the basis of all great things."

Again thanking you for you kind effort, I beg to remain

Very truly yours,

DWG-W

Length of Negative.
Length and arrangement of rolls of negative of "The Great Love."
Negative to be shipped to England to be printed there.
Picture is in seven reels and contains 6895 feet of scenes, plus 80 feet of leader.
The scenes should be assembled consecutively as per the numbers, and on the leader of each roll is noted the number of the scenes included in that roll. Each reel has its own series of numbers beginning with one. For example:

Reel No. 1. has scenes number one to six inclusive.
Reel No. 2. Has scenes number two to eight inclusive.

| Reel | Roll No. | Scenes | Color | Leader | | Length of Negative | |
|---|---|---|---|---|---|---|---|
| 1 | 1 | 1 | Amber | 1 | | 201 | |
| | 2 | 2 | " | 2 | | 202 | |
| | 3 | 3 | " | 2 | | 204 | |
| | 4 | 4 | " | 2 | | 202 | |
| | 5 | 5 | " | 2 | | 196 | |
| | 6 | 6 | " | 1 | 10 | 58 | 1063 |
| 2 | 7 | 1 | Amber | 2 | | 178 | |
| | 8 | 2-4-6 | " | 2 | | 180 | |
| | 9 | 3 | B & W | 2 | | 180 | |
| | 10 | 5 | " " " | 2 | | 107 | |
| | 11 | 7 | Blue | 2 | | 148 | |
| | 12 | 8 | Amber | 2 | 12 | 206 | 999 |
| 3 | 13 | 1 | Amber | 2 | | 169 | |
| | 14 | 2 | " | 2 | | 169 | |
| | 15 | 3 | " | 2 | | 183 | |
| | 16 | 4 | " | 2 | | 196 | |
| | 17 | 5 | Pink | 2 | | 179 | |
| | 18 | 6 | " | 2 | 12 | 123 | 1019 |
| 4 | 19 | 1 | Pink | 2 | | 163 | |
| | 20 | 2-4-6 | " | 2 | | 156 | |
| | 21 | 3-5-8-9½ | Amber | 2 | | 175 | |
| | 22 | 7-9 | Pink | 2 | | 140 | |
| | 23 | 10 | Amber | 2 | | 183 | |
| | 24 | 11 | " | 1 | 11 | 78 | 895 |
| 5 | 25 | 1 | Amber | 2 | | 172 | |
| | 26 | 2 | " | 2 | | 193 | |
| | 27 | 3 | " | 2 | | 187 | |
| | 28 | 4-6 | " | 2 | | 191 | |
| | 29 | 5-8-10-12-14 | Blue | 1 | | 110 | |
| | 30 | 7-9-11-13-15 | Blue | 2 | 11 | 170 | 1023 |

| Reel | Roll No. | Scenes | Color | Leader | | Length of Negative | |
|---|---|---|---|---|---|---|---|
| 6 | 31 | 1-14-16-19-33-42-47 | Amber | 2 | | 135 | |
| | 32 | 2- 4- 6- 8-10-12 | Blue | 2 | | 164 | |
| | 33 | 3- 5- 7- 9-11 | Pink | 1 | | 87 | |
| | 34 | 13-15-17 | Blue | 2 | | 173 | |
| | 35 | 18-20-22-24-27-30-32 | Blue | 2 | | 183 | |
| | 36 | 21-23-25-28-39 | Blue | ½ | | 23 | |
| | 37 | 26-29-31-40 | Blue & Red | ½ | | 41 | |
| | 38 | 34-36-38-44-46-49 | Red | 1 | | 68 | |
| | 39 | 37-41-43-45-48-50 | Blue | 2 | 13 | 158 | 1032 |
| 7 | 40 | 1-4-6-8 | Blue | 2 | | 156 | |
| | 41 | 2 | Pink | ½ | | 23 | |
| | 42 | 3-5-7-9-11-13-15-17 19-21-23-25-27-29-31 35-37-39 | Amber | 2 | | 194 | |
| | 43 | 10-12-14-16-18-20-22 24-26-28-30-32-34 | Blue | 2 | | 145 | |
| | 44 | 41-43-45-47 | Amber | 2 | | 183 | |
| | 45 | 48 | " | 2 | | 120 | |
| | 46 | 49 | Blue & Red | ½ | 11 | 43 | 864 |
| | | | Total: | | 80 | | 6895 |

D. W. GRIFFITH COLLECTION
OF MODERN ART FILM LIBRARY

3

- - - - - - - - - - - - - - - - - - - -

WARK PRODUCING CORPORATION

TO

MANUEL SAENZE and ERNESTO J. MAI

- - - - - - - - - - - - - - - - - - - -

STATE RIGHTS FOR SOUTH AMERICA
CENTRAL AMERICA, et al.

- - - - - - - - - - - - - - - - - - - -

AGREEMENT made and entered into this 1st day of November, 1918 by and between WARK PRODUCING CORPORATION, a New York Corporation hereinafter referred to as the "Producer", and MANUEL SAENZ and ERNESTO J. MAI, co-partners transacting business under the firm and style name of SAENZ & MAI, of 531 Avenida Presidente Roca, Buenos Ayres, Argentina, hereinafter referred to as the "Distributor".

W I T N E S S E T H:

WHEREAS, the Producer owns the certain copyrighted motion picture photoplay known as "Intolerance".

WHEREAS, the Distributor is desirous of obtaining the sole and exclusive right to exhibit and distribute for exhibition positive prints of said production as hereinafter specified throughout the territory of South America, Central America, including the Panama Canal Zone and the entire West Indies, hereinafter referred to as the "Territory" upon the terms hereinafter more particularly set forth.

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein contained, the parties hereto do herby agree as follows:

FIRST: (a) The Producer shall deliver to the Distributor and the latter shall take four complete positive prints of said photoplay with Spanish titles and two prints with English flash titles on the terms hereinafter specified.

(b) The Producer agrees to deliver to the Distributor and the latter agrees to take the prints relating to said motion picture production above referred to

A.W.B.

on or before ~~thirty (30) days from date~~ February 1st 1919, subject to delays from causes beyond the control of the Producer.

SECOND: The Producer hereby licenses the Distributor to exhibit and distribute in the aforesaid territory said motion picture photoplay, and the license therof is granted for a period of six years from the date of this contract. The legal title of all prints delivered thereunder shall remain with the Producer at all times.

THIRD: The Producer shall deliver and the Distributor shall accept delivery of all prints at the office of the Producer, 1476 Broadway, New York City, or at such other place in New York City as the Producer may designate in writing, and the holding of such positive prints by the Producer at such place shall constitute and be construed as due tender of delivery under this agreement, and any and all other tender of delivery is expressly waived by the Distributor.

FOURTH: The Distributor shall pay to the Producer at its office in the City of New York through the American Banking Corporation on presentation of shipping documents for the first six positive prints above described, the sum of Twenty-seven Thousand Five Hundred ($27,500.) Dollars as a royalty for the use of the prints of the aforesaid production, same to be paid as follows:

The sum of Five thousand ($5,000.) Dollars in cash heretofore paid by the Distributor to the Producer on account of option to purchase granted by the Producer to the Distributor, the receipt of which said sum is hereby acknowledged and credited on account of said purchase price or royalty, and the balance thereof; viz; Twenty-two thousand Five hundred ($22,500.) Dollars payable on or before ~~thirty~~ February 1st 1919

A.W.B.

~~(30) days from date hereof~~, upon delivery by the Producer to the Distributor of the four positive prints with Spanish Titles and two positive prints with English flash titles as aforesaid specified in Article A and B of Paragraph First hereof, and upon presentation of shipping documents.

FIFTH: The Producer shall furnish to the Distributor as long as the negative is in existance, additional prints of the aforesaid photoplay on payment by the Distributor to the Producer of additional royalty in the sum of Eight (8¢) cents per foot for each lineal foot of any such additional prints, but the Distributor shall at no time have in its possession more than fifteen positive prints for use in the territory herein described. The furnishing of such additional prints shall in no way extend the license to exhibit the production or the exhibition thereof beyond the terms specified herein.

SIXTH: It is understood and agreed that the price per foot of said positive prints as set forth herein is based upon the present price and the present rate of taxation of raw positive and negative film and in the event of the increase of the cost of raw positive stock or an increase in the rate of taxation or in the event that the Federal or any State or Municipal Government in which said motion picture film is printed levies any additonal tax upon such motion picture film the price per foot as set forth herein shall be increased by any such amount of increase of cost per foot and increase of any tax per foot or otherwise if levied.

SEVENTH: Every print delivered to the Distributor under this agreement is to be returned to the Producer at its option at the Producer's office in the City of New York

upon the expiration of the license herein contained, provided it has not been lost, stolen or accidentally destroyed, in which case the Distributor is hereby required to supply affidavits satisfactory to the Producer, covering the cause of its destruction or loss.

EIGHTH: The Distributor agrees and guarantees that it will not permit any of the prints furnished by the Producer to be copied or duplicated or shown outside of the territory aforesaid and shall immediately notify the Producer of any infringement of copyright of the said photoplay delivered pursuant to this agreement.

NINTH: The Producer agrees that it will not exhibit the said photoplay delivered to the Distributor hereunder in said territory, nor will it cause the same to be exhibited therein, and the Producer will not lease, license, hire, supply or sell prints of such production to any person, firm, corporation or association for use in said territory during the term of the license herein granted nor let, lease, license, hire, ~~nak~~ market, dispose of, exhibit or cause others than the Distributor or those deriving their right to exhibit from said Distributor so far as the Producer may control such exhibition by others to exhibit said production.

TENTH: The Producer hereby gives and grants to the Distributor the right to enjoin any showing of the aforesaid motion picture photoplay accepted by the Distributor under this contract by any party not authorized to exhibit it in the said territory and to sue for damages therefor, and that any such action shall be taken at the expense of the Distributor, and the Producer shall in no way be liable for the acts of the Distributor in

relation thereto.

ELEVENTH: In the event that the Distributor makes default

(a) in paying to the Producer any of the sums herein agreed to be paid;

(b) in exhibiting prints of the said photoplay outside of the aforesaid territory;

(c) in assigning its interest in this agreement, except as herein provided for by either voluntary or involuntary act, or should the Distributor or either of the persons so designated file a petition in bankruptcy, or be adjudged bankrupt, or be adjudicated or be judicially declared insolvent or unable to pay their debts or be judicially granted an extension of time to pay their debts.

Then on the happening of any one or more of these defaults the Producer may at its option terminate this agreement by giving ten (10) days' notice to the Distributor declaring its intention so to do and may then seize and take wherever found any and all prints theretofore furnished by the Producer to the Distributor, and the Producer may also enjoin in any Court or Courts having jurisdiction, the use of all prints furnished by the Producer to the Distributor hereunder.

TWELFTH: The rights and remedies hereinbefore last given to the Producer are in addition to and not in lieu of or in limitation or in derogation of the rights and remedies in this agreement otherwise granted or by law created and vested in the Producer, and any waiver by the Producer of any breach by the Distributor, whether such waiver be direct or implied, shall not be construed to be a continuing waiver or a waiver of/or consent to any subsequent breach on the

part of the Distributor.

THIRTEENTH: The prints of the said motion picture photoplay delivered hereunder shall not be cut, unless censored, and shall be run with all titles, sub-titles, if any, and in the continuity of the story as delivered to the Distributor and with appropriate musical accompaniment as prepared by the Producer.

FOURTEENTH: It is understood and agreed that the Distributor is not the representative of the Producer in any manner whatsoever, and the Distributor agrees that it will not so hold out either by advertising or otherwise to the public, or to any person whomsoever, and that the Producer shall not be liable for or bound by any representation, act or omission whatever of the Distributor.

It is further expressly understood and agreed that this agreement in no wise constitutes a partnership between the parties hereto; this agreement is declared to be personal in respect to each of the parties, and it is agreed that the distributor shall not be permitted to assign this agreement without the written consent of the Producer.

FIFTEENTH: This contract being signed and entered into in New York, it is agreed that the law to be applied to any matters arising hereunder shall be that of the State of New York and of the United States of America.

SIXTEENTH: Neither party hereto shall be liable for any defaults or delays occasioned by Act of God or War or other circumstances beyond their control.

SEVENTEENTH: The covenants herein contained shall bind the parties hereto, their legal representatives, assigns and successors.

EIGHTEENTH: It is further agreed that the name of D. W. GRIFFITH shall appear as prominently and in as large type as any other printed matter on all prints and all lithographs, posters, and other advertising accessories.

NINETEENTH: The Distributor shall have no right to copyright or register as trademark the name of D. W. Griffith, in any form whatsoever.

TWENTIETH: It is further understood and agreed by the parties hereto that this instrument embodies the whole agreement of the parties. No representations, warranties, covenants or promises made by any representative or agent of the Mark Company or any other company shall be binding or be considered a part of any agreement between the Producer and the Distributor, unless herein expressly contained and no variation or modification of this agreement shall be made except in writing, signed on the part of the Producer by its President, who it is mutually agreed is the only person authorized to sign the same on behalf of the Producer.

TWENTY-FIRST: Any notice under this agreement to be given to the Producer shall be given to it at its office, #1476 Broadway, New York City, and any notice under this agreement to be given to the Distributor shall be given to them in care of Santiago Briones at 25 Beaver Street, New York City.

TWENTY-SECOND: It is further understood and agreed that notwithstanding the fact that Messrs. Saenz and Mai are collectively referred to herein as the Distributor, all

obligations created by this agreement upon the Distributor are joint and several obligations of both Messrs. Saenze & Mai.

IN WITNESS WHEREOF the parties hereto have duly executed these presents the day and year first above written.

WARK PRODUCING CORPORATION,

By Albert H. Barnhart

President

Saenz y Mai

by Ernesto T. Mai

Witness:

Máximo Estevez

Long Beach, Cal.
Nov, 1. 1918

Mr. Keefe,
Dear Sir:

I am greatly in your debt for a joyous morning. I have sent no "stories" to Mr. Griffith. The matter I have for filming is in my hands and has not left them.
I sent some world-famous poems as a courtesy gift to Mr. Griffith. I'm awfully glad you think they "have some merit." The King of Belgium agrees with you, also Gen. Pershing, Lloyd George, Balfour, The Republic of France, and others.

King George through his Secretary, also agrees with you. You never were in such good company.
I know Mr. Griffith is retrenching. A rumor--I trust entirely untrue, has been circulating that he is near bankruptcy. He is a great man and it is no wonder that he has so good a judge of literature as secretary.

The only thing I regret is that Mr. Griffith values my gift so little as to return it.
I have nothing for him to purchase. My work will not pass out of my ownership.

When I publish "opinions of eminent men" upon my poetry, may I include yours?

My new work will be filmed. A new Company is being formed. It was published, copyrighted and protected in all fields before I wrote to Mr. Griffith.
It is in New York.
Whenever I grow vain of the laudation of kings and Generals, I will read your "some merit" letter.
Believe me to be with laughter and joy,
Yours most gratefully,

Clara Bell Brown.

You wont mind my giving the story to my friends among the press--will you? You ought to be a book-reviewer.

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

Novemeber 1st, 1918.

D. W. G. CORPORATION

TO-

ALBERT H. T. BANZHAF, DR.

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

To Professional Services for Month of October - - $ 150.

Received Payment
NOV 12 1918

PHONE HOME 59164
HOLLYWOOD 3381

Los Angeles, Cal., Nov 1 1918

M H W Griffith Studio
4500 Sunset Blvd.

To **P. A. McCOOL** Dr.

# Plumber

**1654 N. Vermont Avenue**
**Corner Prospect**

| | | | | |
|---|---|---|---|---|
| Oct | As per attached invoices | vou 4967 | | 6 85 |
| | " " " " | 4966 | | 8 00 |
| | " " " " | | | 8 20 |
| | " " " " | 4969 | | 14 70 |
| | " " " " | 4968 | | 20 75 |
| | " " " " | 4970 | | 6 15 |
| | " " " " | 4971 | | 50 |
| | " " " " | 4972 | | 2 50 |
| | | | | $67.65 |
| | Less Miss Gish item that ECB did not turn over to me. ECB will take care of this, miss wish to pay it. | | | 8 20 |
| | | | | 59 45 |
| | | | | 59 45 |
| | | | | — 0 — |

Statement

Ext. O. K.
Dept. O. K.
Picture
S. O.
Check 2365 DEC 6 1918

Paid Dec 5-18

SOL L. LESSER
PRES., GEN. MGR.

PHONE CONNECTIONS
CABLE ADDRESS "FILMS"

# ALL STAR FEATURES DISTRIBUTORS, INC.

San Francisco — Los Angeles

PRESENTING
D. W. GRIFFITH'S SPECTACLE
**Hearts of the World**
THE SWEETEST LOVE STORY EVER TOLD

**United States Official War Films**
RELEASED UNDER AND BY AUTHORITY STATE COUNCIL OF DEFENSE FOR CALIFORNIA.

**GAUMONT WEEKLY**
FIRST WITH NEWS
TWO RELEASES EACH WEEK

**VOD-A-VIL**
5-ACTS-ONE-REEL
BIG TIME ACTS
ONE RELEASE EVERY OTHER WEEK

THE UNITED STATES PRESS OPINIONS TAKEN FROM THE "LITERARY DIGEST"
**Timely Topics of the Day**
200 FEET EACH WEEK

**Carmen of the Klondyke**
SEVEN REELS

SELIG'S
**THE STILL ALARM**
THE GREATEST MELODRAMA OF ALL TIMES

8 2-REEL EPISODES
**REX BEACH**
TRAVELOGUES
TAKEN IN CENTRAL AND SOUTH AMERICA AND THE ISLANDS OF THE CARRIBEAN.

DAVID GRAHAM PHILLIP'S GREATEST STORY
**THE GRAIN OF DUST**
SEVEN REELS

FLORENCE REED
**The Struggle Everlasting**
SIX REELS

ROBT. WARWICK
**The Accidental Honeymoon**
FIVE REELS

MITCHELL LEWIS
**Nine Tenths of the Law**
A NORTH WOODS STORY

191 Golden Gate Avenue
SAN FRANCISCO

11/2/18

Mr. D. W. Griffith,
Los Angeles,
Calif.

Dear Mr. Griffith:-

I feel it is an opportune time to inquire if you have any available negatives that you want to sell for cash. I have the funds available for the immediate purchase of "national rights" of negatives worthy of being state righted.

On account of the existing conditions brought about by the influenza, you may feel it more advantageous at the present time to sell for cash than await returns through regular distributing channels.

Having completed arrangements for distribution in the twenty two states West of the Mississippi through recent purchase of ~~Hearts of the World~~, I am desirous of continuing, provided ~~the~~ proper productions are available.

Awaiting an early reply, beg to remain

Yours very truly,

ALL STAR FEATURES DISTRIBUTORS INC.,

R:R

Rick Cason

J. M. ELLIOTT, CHAIRMAN OF THE BOARD

STODDARD JESS, PRESIDENT
E. D. ROBERTS, VICE PRESIDENT
JOHN P. BURKE, VICE PRESIDENT
E. S. PAULY, VICE PRESIDENT
JOHN S. CRAVENS, VICE PRESIDENT
W. T. S. HAMMOND, CASHIER
A. C. WAY, ASSISTANT CASHIER
E. W. COE, ASSISTANT CASHIER
A. B. JONES, ASSISTANT CASHIER
W. C. BRYAN, ASSISTANT CASHIER

W. H. LUTZ, AUDITOR

J. FORSYTH, MANAGER FOREIGN DEPT.

# The First National Bank of Los Angeles

DESIGNATED DEPOSITARY OF THE UNITED STATES

Los Angeles, Cal. November 4, 1918.

CONFIDENTIAL

All persons are informed that any statement on the part of this bank, or any of its officers, as to the responsibility or standing of any person, firm or corporation, or as to the value of any property or securities, is a mere matter of opinion, and given as such, and solely as a matter of courtesy, and for which no responsibility in any way is to be attached to this bank or to any of its officers or employees.

Mr. D. W. Griffith,
4500 Sunset Boulevard,
Los Angeles, Cal.

Dear Sir:-

In company with your Mr. E. C. Bidwell a representative of our Credit Department has examined certain properties concerning which you desire our opinion as to value. While we have not been furnished with a legal description of these parcels, we very gladly give you our views concerning land in the respective locations.

During the last three or four years there has been very little sale of real estate, except in certain particular locations, in and around Los Angeles. It is exceedingly difficult for this reason to determine a market value for property: the most we can do is to estimate what we believe is a fair value, considering all existing conditions. Undoubtedly the asking price for real estate is very greatly depressed and anyone who is convinced, as I am, of the future growth of this City may properly conclude that now is the time to buy land.

The conclusions of our Credit Department as to the value of the several pieces inspected follow:-

PARCEL 1. This property is located between Second and Third streets and is bounded by Coronado Street on the west. That portion exhibited to our representative is bounded by Carondelet Street on the east, and there is a 25-foot alley running through the middle of the

J. M. ELLIOTT, CHAIRMAN OF THE BOARD

STODDARD JESS, PRESIDENT
E. D. ROBERTS, VICE PRESIDENT
JOHN P. BURKE, VICE PRESIDENT
E. S. PAULY, VICE PRESIDENT
JOHN S. CRAVENS, VICE PRESIDENT
W. T. S. HAMMOND, CASHIER
A. C. WAY, ASSISTANT CASHIER
E. W. COE, ASSISTANT CASHIER
A. B. JONES, ASSISTANT CASHIER
W. C. BRYAN, ASSISTANT CASHIER

W. H. LUTZ, AUDITOR

J. FORSYTH, MANAGER FOREIGN DEPT.

The First National Bank of Los Angeles

DESIGNATED DEPOSITARY OF THE UNITED STATES

Los Angeles, Cal.

CONFIDENTIAL

All persons are informed that any statement on the part of this bank, or any of its officers, as to the responsibility or standing of any person, firm or corporation, or as to the value of any property or securities, is a mere matter of opinion, and given as such, and solely as a matter of courtesy, and for which no responsibility in any way is to be attached to this bank or to any of its officers or employees.



block from Second Street south to a point a short distance north of Third Street where it turns to the east into Carondelet Street. The property bounded as described includes Lots One (1) to Twenty-six (26) of the Coronado Terrace Tract, with a content roughly estimated to the centers of the bounding streets of about seven (7) acres. Inasmuch as Mr. Bidwell stated that this piece of ground was twelve (12) acres in extent, our representative concludes that the remaining lots in this Tract on the east side of Carondelet Street must be included, although there are eight houses along the east side of this street south of First Street, indicatingthat some proportion of these lots have been sold. Along a portion of the eastern and southern sides of this property there is quite a depression, carrying storm water and some oil seepage from wells along Knob Hill. The block between Coronado and Carondelet and south of Second Street is of quite an elevation, the entire surface being twenty or more feet above the level of the surrounding streets, affording a splendid view to the north and west; to the east the view is cut off by the hills.

There has been very little movement of property in this section for a number of years and the prospects of its ever developing as high-class residence property do not seem bright.

The assessed value of Lots 1 to 26 we find is .....$32,630.00

In our judgment this seven (7) acres should be purchased from an acreage standpoint for less than it might bring as single lots, and we accordingly value it at $4500.00 per acre or a total of. . . . . .$31,500.00

If the additional five (5) acres referred to is the land lying east of this

J. M. ELLIOTT, CHAIRMAN OF THE BOARD

STODDARD JESS, PRESIDENT
E. D. ROBERTS, VICE PRESIDENT
JOHN P. BURKE, VICE PRESIDENT
E. S. PAULY, VICE PRESIDENT
JOHN S. CRAVENS, VICE PRESIDENT
W. T. S. HAMMOND, CASHIER
A. C. WAY, ASSISTANT CASHIER
E. W. COE, ASSISTANT CASHIER
A. B. JONES, ASSISTANT CASHIER
W. C. BRYAN, ASSISTANT CASHIER

W. H. LUTZ, AUDITOR

J. FORSYTH, MANAGER FOREIGN DEPT.

The First National Bank of Los Angeles

DESIGNATED DEPOSITARY OF THE UNITED STATES

Los Angeles, Cal.

CONFIDENTIAL

All persons are informed that any statement on the part of this bank, or any of its officers, as to the responsibility or standing of any person, firm or corporation, or as to the value of any property or securities, is a mere matter of opinion, and given as such, and solely as a matter of courtesy, and for which no responsibility in any way is to be attached to this bank or to any of its officers or employees.



property, we find it much less desirable, and from an acreage standpoint will value it at $2500.00 per acre or $12,500.00.

PARCEL 2. This is a very fine piece of property technically described as Lots One (1) and Two (2) of Tract No. 1619, and is located on the south side of Sunset Boulevard between Wilton Place and Bronson Avenue, and according to our office records contains approximately 38-1/2 acres. The street work is completed on three sides of the property, and lands surrounding it on all sides have been subdivided. This property would lend itself readily to subdivision purposes, should this be desired at any time and at a minimum of expense. Our inquiries in the neighborhood developed the fact that inside lots are valued at about twenty dollars per front foot, although we found track of two sales of 50-foot lots at $900.00 each.

This property we find assessed on the County records, as follows:

1915 -- $61,500.
1917 -- 51,980.
1918 -- 49,000.

Roughly speaking, the assessed value is generally regarded as about 50 per cent. of the assessor's opinion as to full value.

Taking into consideration all existing conditions, we would value this property at this time at $4000.00 per acre or a total of . . . . . $154,000.00

PARCEL 3. This property is known as Carlos Heights and is located on the northwest side of San Vicente Boulevard about midway between the Soldiers' Home and the

J. M. ELLIOTT, CHAIRMAN OF THE BOARD

STODDARD JESS, PRESIDENT
E. D. ROBERTS, VICE PRESIDENT
JOHN P. BURKE, VICE PRESIDENT
E. S. PAULY, VICE PRESIDENT
JOHN S. CRAVENS, VICE PRESIDENT
W. T. S. HAMMOND, CASHIER
A. C. WAY, ASSISTANT CASHIER
E. W. COE, ASSISTANT CASHIER
A. B. JONES, ASSISTANT CASHIER
W. C. BRYAN, ASSISTANT CASHIER

W. H. LUTZ, AUDITOR

J. FORSYTH, MANAGER FOREIGN DEPT.

The First National Bank of Los Angeles

DESIGNATED DEPOSITARY OF THE UNITED STATES

Los Angeles, Cal.

CONFIDENTIAL

All persons are informed that any statement on the part of this bank, or any of its officers, as to the responsibility or standing of any person, firm or corporation, or as to the value of any property or securities, is a mere matter of opinion, and given as such, and solely as a matter of courtesy, and for which no responsibility in any way is to be attached to this bank or to any of its officers or employees.



Palisades at Santa Monica. It has a frontage on the Boulevard of about fifteen hundred feet and is some eighteen hundred feet wide at the widest point, and extends back from the Boulevard a distance of about one mile. We are told that the property offered contains 167 acres. The property is all subdivided into lots. We are reliably informed that some years ago this property was sold for a consideration in excess of $2000.00 an acre and that the purchaser subsequently expended a large sum of money in street improvements, which fact is evident on the ground.

We find the assessed value of all the numbered lots in Carlos Heights this year to be . . . . . $60,730.00

The property commands a splendid view of Santa Monica Bay; the surface is quite uniform, and the prospects for this property are promising.

Under all the conditions which obtain today, however, we would value this land on an acreage basis at $900.00 per acre, or a total of about . . . . . $150,000.00.

Trusting the foregoing may be of some service to you in connection with the business you have in mind, I remain

Very truly yours,

Stoddard Jess

President.

SJ:AOM:ADL

November 5, 1918

U. S. Marshal Walton,
Federal Building,
Los Angeles, Calif.

Sir:

At this writing we are engaged in the production of a propaganda motion picture for the War Department under the command of General Crowder, United States Provost Marshal General. This is a very important picture and will consume some time in making and the handling of a great number of all kinds of people in and about Government posts and various municipal, state and government buildings.

In order that there may be no hindrance placed in our way in the matter of the handling of certain courtesies, locations, and more especially the handling of great numbers of individuals of all classes, civilians and otherwise, we would like very much to have our Mr. Alfred P. Hamberg sworn in as a deputy marshal. Mr. Hamberg is my personal assistant in this particular picture and we can vouch personally for him.

If you can grant us this courtesy we will be truly grateful.

Yours very truly,

DWG-W

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

D.W. GRIFFITH'S
SUPREME TRIUMPH
HEARTS
OF THE
WORLD
A ROMANCE OF
THE GREAT
WAR

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

Nov. 5th, 1918.

Mr. D. W. Griffith
Hotel Alexandria,
Los Angeles, California.

Dear Sir:-

We enclose herewith statement of the account of the All-Star Features Distributors. The bottom part of this calculation shows that our 25% of their profits amounts to $13189.29. However they have not paid this amount because in their calculations they have charged us for prints, paper, freight, etc., as shown on the upper part of this statement, which is in contravention of their contract.

The adjustment of this account is now being attended to by Mr. Ludvigh to whose attention I have called this matter and who has written the All-Star Features Deistributors calling their attention to the violation of contract in charging these amounts, and he is asking for settlement as per the amount due on this statement.

Very truly,

"HEARTS OF THE WORLD"

Auditor.

E/W

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

A L L  S T A R  F E A T U R E S  D I S T R. TO week ending Oct.19.

AS THEY FIGURE IT

| | | |
|---|---|---|
| NET PROFITS | | 204327.89 |
| 30% O. H. | 61570.71 | |
| Prints | 12038.51 | |
| Paper | 3757.73 | |
| Freight | 3189.90 | 80556.85 |
| | | 123771.04 |
| | Investment | 90000.00 |
| BALANCE FOR DISTRIBUTION | | 33771.04 as they figure it |

AS SHOULD BE FIGURED ACCORDING TO CONTRACT

| | | |
|---|---|---|
| NET PROFITS | | 204327.89 |
| 30% O. H. | 61570.71 | |
| | | 151570.71 |
| Investment | 90000.00 | |
| BALANCE FOR DISTRIBUTION | | 52757.18 as should be |

| | | | |
|---|---|---|---|
| ALL-STAR FEATURES DISTR. SHARE | 75% | 39567.89 | |
| "HEARTS OF WORLD" SHARE | 25% | 13189.29 | 52757.18 |

Nov. 5, 1918.

Mr. J. C. Epping,
Hearts Of The World Co.,
#720 Longacre Bldg.,
New York, N. Y.

Dear Mr. Epping:-

At last I am making reply to the questions you have asked at different times. I never liked to make excuses for delays of this kind as that always appeared to me to be a boys way. However, I might say that the Liberty Loan Drive took up a great share of my time and this studio was successful in raising a little over $86,000.00, - a great many of the details of which I handled myself, and just recently Influenza epidemic precautions have also taken up a lot of my time.

Answering your letter of October 8th, I will first refer to the question of the COD's and on this we bring our records down to Sept. 21, as you have done, in order that we may both have a point to which we can reconcile our accounts.

Knowing studio work as you do, you will readily appreciate that it is practically impossible to keep an accurate account of the labor in the factory so far as the time of the men working on different pictures is concerned. As a rule the printing is done a month or two or even longer after the negative has been developed, and in the meantime a new picture will have been started. Consequently, we have been making "Hearts Of The World" copies ever since last March, the labor for which has been charged to other pictures, which were then being financed. To offset this, we have seen fit to credit the COD returns as they came in, in accordance with the schedule that I am attaching hereto. As I explained to you a few days ago, we first credited the COD shipments to Picture A-1, until the overdraft, which we had at the time the Price Waterhouse audit was made, was liquidated.

The question of ownership of the copies had not arisen, and it was Mr. Griffith's original understanding that the positive stock was to be paid for out of the proceeds from the sale of the prints instead of out of the earnings of the picture, and when returns began to come in from our COD shipments we naturally endeavored to wipe out our overdrafts as fast as possible, beginning with A-1 first and following up with D-1. The COD shipments shown on the schedule herewith are only twenty nine in number and inasmuch as there have been over eighty shipped to date, we naturally concluded that the Famous Players-Lasky Corp. could be reimbursed most any time, by an adjustment, and my letter of July 11th was written for the express purpose of arriving at a basis for making such a settlement.

If my plan had been taken up and a settlement figure decided upon, then the Famous Players could have reimbursed us for the unpaid road show copies of the picture and we in turn could have reimbursed the Famous Players for the cost of the film, invoices for which they have not as yet sent us.

In this connection, on the last page of your letter you show four shipments of film sent by Brulatour, and you say that you are not informed whether or not they are for H. of W. For your information, all this film was sent for H. of W. and although we took the film into our stock records, we never took the cost of the film into our financial records. Would you be so kind as to have duplicate invoices mailed to me, covering all shipments that Brulatour made on the order of the Famous Players, for us? My impression is that there never has been any film shipped us by the Famous Players except for H. of W.

Referring again to the schedules of COD's, I explained to you a few days ago that we have the H. of W. account in nearly all of our pictures and that we operate each picture as though it was an independent company, all under the general heading of D. W. Griffith Studio.

On the second page of your letter of October 8th, you show a copy of your journal entry, wherein you had transferred COD items from D-1 amounting to $7252.77 - and D-3 amounting to $65.20 - total $7217.97 back into the records of A-1. This appears to us to be incorrect for we had already given H.of W. credit in A-1 to the extent that the overdraft was liquidated and had then begun on D-1, to liquidate the overdraft of that picture, caused largely by labor of the factory while they were making H. of W. prints.

Your entry is also apparently in error from another standpoint, namely: On H. of W. account in the picture D-1, on September 21st, we only had credited $6174.61, and in D-3, one small item totaling $65.20. These two items total $6239.81, in the place of your sum - $7217.97, a difference of $978.16. This amount is probably due to your having included one item of $978.16 twice. You can check this matter from our schedule.

Regarding the small item of $65.20, having been credited in D-3, this was an item of reprints made from our own film, and which we saw fit to credit thru the picture which had paid for the film, and which also paid for the labor.

As stated above, it was Mr. Griffith's original understanding that the positive stock was to be paid for out of the proceeds occurring from the sale of the prints, but since The Famous Players have been reimbursed out of the H. of W. earnings, our records are subject to a general adjustment on this account.

Mr. J. C. Epping #3. Nov. 5, 1918.

In the third paragraph you show a copy of your journal entry on H. of W. taken from our trial balance of August 31st. Your typewritten copy does not seem to be quite complete as the two sides of your entries do not balance. If you will permit me, I would like to offer an alternative entry and I will also explain my reasons. The entry will be in two parts as follows:-

| | | |
|---|---|---|
| Debit A-1 Artcraft | 103008.89 | |
| " " D.W.Griffith | 105597.87 | |
| " " D.W.Griffith Corp. | 8736.57 | |
| " " N. Y. Office | 422.85 | |
| Credit H. of W. - N.Y. | | 217766.18 |
| Debit H. of W.-N.Y. | 237254.77 | |
| Credit - A-1 Production | | 189728.81 |
| " " Administration | | 25507.90 |
| " " Manufacturing | | 15933.55 |
| " " Packing & Shipping | | 221.88 |
| " " Taxes | | 658.24 |
| " " Studio Equipment | | 5204.39 |

Transfer of above A-1 debits and credit accounts to H. of W., N. Y. as of our local Trial Balance of Aug. 31, 1918.

The above would leave our local books as of 8-31-18 as follows:-

| | Debit | Credit |
|---|---|---|
| A-1 H. of W. - N. Y. | 509.26 | |
| " " " " - " " | 19488.59 | |
| A-1 - A. L. Mc Kelvey | 3700.00 | |
| A-1 - Cash | | 1377.18 |
| A-1 - Accounts Payable | | 360.83 |
| A-1 - COD's | | 21959.84 |
| | 23697.85 | 23697.85 |

This closes out the original investment, production, administration, manufacturing, packing and shipping, taxes and studio equipment; but it does not close out the debit item of H. of W., N. Y., under A-1 amounting to $509.26. We suggest leaving this without alteration as it has since been liquidated by checks you have sent us.

This leaves the cash overdraft as you have made it and we also suggest leaving the accounts payable amounting to $360.83, as this amount has also since been liquidated. We have purposely omitted closing out

the COD item that you show, pending final decision as to just how these are to be handled - namely H. of W. assets or Studio assets as it can just as well be settled later as at present and perhaps save changing our records so many times. In any event, we will not make any changes in our records until you have had an opportunity to digest the above and reply to same.

We took up with the Price Waterhouse Company the difference between the amount shown on our records and that shown on the Price Waterhouse records, charged to Picture A-1 but applicable to D-1 and are just in receipt of the details. We find, on looking them over, that it is going to involve too much auditing to attempt to answer at the present time and we will therefore have to reply on this matter at a later date.

Trusting our meaning is clear and that the information in this letter, and in the tabulations accompanying, will be of assistance to you, I remain,

Yours very truly,

ECB:LW.

By

DETAILS OF COMPLETE COPY C.O.D. SHIPMENTS.
Up to and including September 21, 1918.

D. W. GRIFFITH STUDIO.

| Date Paid | Complete Copy | Footage Tax | Credited to A-1 | D-1 | Report No. | | |
|---|---|---|---|---|---|---|---|
| 6-19-18 | 1064.24 | | 1064.24 | | 32 | All Star | S. F. |
| " | 1064.24 | | 1064.24 | | 32 | " " | S. F. |
| " | 1064.24 | | 1064.24 | | 32 | " " | S. F. |
| " | 1064.24 | | 1064.24 | | 32 | " " | S. F. |
| " | 1064.24 | | 1064.24 | | 32 | " " | S. F. |
| 6-21-18 | 1064.24 | | 1064.24 | | 32 | " " | S. F. |
| 6-29-18 | 1064.24 | | 1064.24 | | 33 | Dolvan Film Co. | Indianapolis, Ind. |
| 7- 5-18 | 1064.24 | | 1064.24 | | 34 | Arthur S. Hyman | Detroit, Mich. |
| 7-22-18 | 1064.24 | | 1064.24 | | 37 | Arcadia Theatre | Savannah, Ga. |
| 7-22-18 | 1064.24 | | 1064.24 | | 37 | " " | " " |
| 7-22-18 | 1064.24 | | 1064.24 | | 37 | " " | " " |
| 7-24-18 | 1064.24 | | 1064.24 | | 37 | Hearts of World of New England | |
| 7-24-18 | 1064.24 | | 1064.24 | | 37 | " " " | " " |
| 7-26-18 | 1064.24 | | 1064.24 | | 37 | All Star | S. F. |
| 7-26-18 | 1064.24 | | 1064.24 | | 37 | " " | S. F. |
| 7-26-18 | 1064.24 | | 1064.24 | | 37 | " " | S. F. |
| 7-26-18 | 1064.24 | | 1064.24 | | 37 | " " | S. F. |
| 7-26-18 | 1064.24 | | 1064.24 | | 37 | " " | S. F. |
| 7-26-18 | 1064.24 | | 1064.24 | | 37 | " " | S. F. |
| 8- 5-18 | 1064.24 | | 1064.24 | | 39 | M. Rosenberg | Seattle |
| 9- 5-18 | 978.16 | | 978.16 | | 43 | Dawn Masterplay | Detroit |
| 9- 6-18 | 978.16 | | | 978.16 | 43 | Geo. H. Davis | Chicago |
| 9- 6-18 | 978.16 | 122.27* | 1100.43 | | 43 | Geo. H. Davis | " |
| 9- 6-18 | 978.16 | 61.13 | 1039.29 | | 43 | Geo. H. Davis | " |
| 9- 9-18 | 978.16 | 61.13 | | 1039.29 | 44 | Wm. H. O'Neill | Boston |
| 9- 9-18 | 978.16 | 61.13 | | 1039.29 | 44 | All Star | S. F. |
| 9- 9-18 | 978.16 | 61.13 | | 1039.29 | 44 | Geo. H. Davis | Chicago |
| 9-17-18 | 978.16 | 61.13 | | 1039.29 | 45 | Geo. H. Davis | " |
| 9-17-18 | 978.16 | 61.13 | | 1039.29 | 45 | Geo. H. Davis | " |
| | 30088.24 | 489.05 | 24402.68 | 6174.61 | | | |

* $61.13 of this (credited to A-1) was war tax on the entry immediately above, which was credited to D-1 but inasmuch as it was war tax and a wash item because later having been taken out of here and paid to the U.S. Government, No change in the credit as shown has been made or is deemed to be necessary to be made.

DETAILS OF LESS THAN WHOLE COPY C. O. D. SHIPMENTS.

| Date Paid | Partial Copy | Credited to A-1 | Credited to D-3 | Report No. | |
|---|---|---|---|---|---|
| 6-22-18 | 587.20 | 587.20 | | 32 | All Star - San Francisco |
| 7-20-18 | 72.08 | 72.08 | | 36 | " " " |
| 8-24-18 | 2.72 | 2.72 | | 41 | " " " |
| 8-31-18 | 13.04 | 13.04 | | 42 | O'Neill - Boston |
| 9-14-18 | 65.20 | | 65.20 | 44 | " " - " |
| | 740.24 | 675.04 | 65.20 | | |

MOTION PICTURE COLLECTION
D. W. GRIFFITH MUSEUM

Hearts of the World
Foreign rights

November 6th 1918.

Gillespie Brothers & Co.,
220 West 42nds Street,
New York City.

Gentlemen:

I enclose herewith inquiry of the State Rights of "Hearts of the World" for Porto Rico an
and Santo Domingo which may be of interest to you.

Very truly yours,

AHTB /D

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Nov. 6, 1918.

Mr. Stoddard Jess, President,
The First National Bank of Los Angeles,
Los Angeles, Calif.

Dear Mr. Jess:

Mr. Griffith has asked me to thank you most sincerely for the assistance you rendered us in having a representative from your credit department make inspection of three parcels of land as reported in your letter of November 4th. This has been a great help to Mr. Griffith in trying to decide upon a new studio site.

Yours very truly,

D. W. GRIFFITH STUDIO.

BY

ECB:LW. MANAGER

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

HOLLYWOOD 2800

# D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

Wark co

Nov. 6, 1918.

Mr. A. H. T. Banzhaf,
Two Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:

Referring to your letter of October 24th, in which you speak of the copies of "Intolerance" we are making, beg to advise that we shipped Mr. McCarthy ten copies of "Intolerance" with flash titles on October 30th, which he has now undoubtedly received.

In regard to the remaining ten copies which you stated he needed, four with English titles and six with flash titles, I wired him that we had two releases to meet, one which had to be in the exchanges on November 20th, and the other on November 24th, so that it would be almost impossible to reach New York with these extra ten copies by the 24th, but that we could in all probability deliver them there by December 1st. He has not replied on this point and I am assuming that December 1st will be satisfactory for these remaining copies. If not, will you please wire me?

Since wiring Mr. Mc Carthy, I have received word from Mr. Bennett of the Famous Players, that one of our releases, namely - the Dorothy Gish picture - does not have to be in the exchanges until two weeks later, making it about December 10th. This will enable us to crowd in the "intolerance" copies if absolutely necessary, although, the Dorothy Gish picture is now in process in the factory.

I have noted the copy of the letter from Mr. Wertheimer to Mr. Henry Sherman, and will be governed accordingly. I think however, that inasmuch as the Wark Company has furnished the positive film, all I should charge is the labor for making the copies.

Yours very truly,

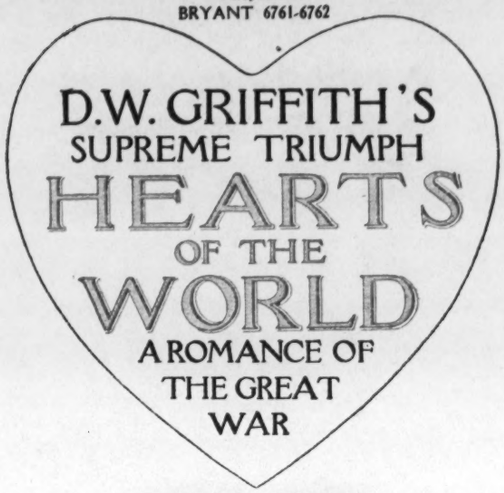
E C Bidwell

ECB:LW.

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative




GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

Nov. 6th, 1918.

Mr. D. W. Griffith,
Hotel Alexandria,
Los Angeles, Cal.

Dear Mr. Griffith:-

Enclosed please find summary for week ending November 2nd. I have hopes that the report for week ending November 9th will be better as we now have four shows operating and one will open this afternoon and another Thursday evening. However, of course, during the lay-off period, the loss on printing, taking care of the organization and living up to the Union's rules will not allow us a great deal of profit. However, I am very glad to once again start to work and anticipate rather good business up to about December 15th. Then, of course, business will be bad until after Christmas. In fact, I think I will lay-off all the shows for a week or two at that time.

With best wishes and kind regards,

Very truly yours,

Albert L. Grey

G/W

"HEARTS OF THE WORLD"

Returns from Company's OWN Exploitation

to

November 2, 1918.

| Town | State | Co | Days | Shows | Gross Receipts | Net Profit | Percent of Net Profits on Gross Receipts |
|---|---|---|---|---|---|---|---|
| New York Knick. | N. Y. | B | 7 | 14 | 3456.10 | 2615.71 | Loss |
| " Standard | " | G | 6 | 12 | 2514.75 | 46.45 | |
| Newark | N. J. | C | 7 | 14 | 5003.00 | 1204.19 | |
| TOTAL FOR THE WEEK | | | | 40 | 10973.85 | 1365.07 | Loss 12.45% |
| TOTAL TO LAST WEEK | | | | | 1.135239.38 | 205502.05 | 18.20% |
| TOTAL TO DATE | | | | | 1.146213.23 | 204136.98 | 17.81% |

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

November 6th 1918.

Mr. David W. Griffith,
Hotel Alexandria,
Los Angeles, Calif.

Dear Mr. Griffith:

I enclose herewith proposed power of attorney to Bowles to be forwarded to him for use in France in connection with the exhibition and exploitation of "Hearts of the World".

Before Bowles left I asked Mr. Zukor to give a power of attorney to Bowles for this purpose but he refused so to do, stating that if Bowles required any authority to enter into contracts, etc., for the exhibition and sale of the picture, he could procure the same from Graham who has returned to England on behalf of the Famous-Players Company. I feel, however, that Bowles may be limited in his power to act quickly and decisively if any urgent situations arise and therefore believe that you should sign the within power of attorney giving him the powers as therein granted to act for you. If you believe I should hold the power in New York until such emergencies arise I shall do so but we should at least be prepared to send such power to him at the earliest possible date and I therefore request that you kindly acknowledge the within power for such purpose and re-mail to me. Bowles in order to obtain the best results must have some power and authority to act, otherwise his trip may be of no benefit. We have given him powers on behalf of the Epoch and Wark Companies, the same as those previously held by Burlock on behalf of said companies in England, and I am sure we are not running any greater risk in this instance than in the other, especially as Bowles is a man of some financial standing and responsibility.

I would also suggest that Bidwell have the French Consulate and authorities at Los Angeles attach their seal to the power so that in case the same is used it will have official standing.

I will have Mr. Epping prepare a resume of all Burlock's reports from England for you. From Burlock's latest reports he appears to be doing very well and shows a disposition to comply with our request for statements.

Thus far, however, he has not reported as to why he is not charging his salary and expenses against the cost of exhibition of the picture in England. As soon as we get a report from him I will advise you.

With best regards, I remain

Sincerely yours,

Albert D. Baumhof

AHTB/D
Enc.

D. W. GRIFFITH'S
AVENGING CONSCIENCE
6 Parts
Featuring BLANCHE SWEET and HENRY WALTHALL

THANHOUSER'S
DOPE
6 Parts
Featuring LAURA NELSON HALL and HERMAN LIEB

NORTHERN LIGHTS
5 Parts
Featuring IVA SHEPHERD
Sensational Western

KLEINSCHMIDT'S
ARCTIC HUNT
5 Parts
Sensational and Educational

LONGFELLOW'S Immortal Poem
EVANGELINE
5 Parts
Absorbing Heart Interest

BELL EAST 4035

# THE AMER-ROSS FILM CO.

## FEATURE FILM

703 EAST LONG STREET

COLUMBUS, OHIO

D. W. GRIFFITH'S
THE ESCAPE
7 Parts
Featuring BLANCHE SWEET and OWEN MOORE

AL. JENNINGS (himself)
BEATING BACK
6 Parts
A Bandit's Reform

AMBITION
4 Parts
Featuring CHARLIE CHAPLIN and MABEL NORMAND

MARY J. HOLMES' Novel
LENA RIVERS
5 Parts
Featuring BEULAH POYNTER and CHAS. DeFOREST

AND OTHER HIGH GRADE FEATURE FILMS

D. W. Griffith corp.

Nov. 6, 1918.

David W.Griffith Corporation,
Longacre Bldg.,
New York City.

Gentlemen;

Please advise if we can still secure new print of AVENGING CONSCIENCE and a full line of advertising at prices as per our State Rights contract.

If not too much trouble please make a full list of advertising matter with prices as we will need some adv. whether we get a new print or not.

Thanking you for past courtesies and in advance for your reply,we remain,

Yours very truly,

The Amer-Ross Film Co.

By Fred. C. Amer.
Pres't.

A/L

November 7th 1918.

Mr. Roy Gilder,
Copyright Office,
Washington, D. C.

Dear Mr. Gilder:

I would like to procure a certified copy of the copyright certificate to "Hearts of the World" which was filed in your Office on or about March 25th 1918, for the purpose of registering said copyright for South American Republics.

Will you kindly advise me the cost thereof to procure said certified copy, and oblige

Very truly yours,

AdTB/D

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

Novem ber 7th 1918.

Mr. David W. Griffith,
Hotel Alexandria,
Los Angeles, Calif.

Dear Mr. Griffith:

The purchasers of the territorial rights of "Hearts of the World" for South America, Messrs. Gillespie Brothers and Co. of New York, request a special power of attorney in the name of the New York Film Exchange of Buenos Ayres to copyright said production in the countries of Argentina, Uraguay and Paraguay. The New York Film Exchange has purchased the rights for said territories from Gillespie Bros. & Co. and have requested a power of attorney in order to protect themselves against dupers or others unlawfully exhibiting the pictures within their zone.

This is the procedure usually followed by the Famous Players and the power is based upon a form supplied by Mr. Ludvigh's office for this purpose and it limits the purchasers to registering the copyright in your name and the power may be revoked at any time on breach of their contract or at the expiration thereof. The registration, however, will always run to your benefit.

Will you please therefore sign and acknowledge the same before a notary public and have Mr. Bidwell procure a County Clerk's certificate showing the authority of the Notary public to take acknowledgements, and remail the same to me at your earliest possible convenience.

With best regards, I remain

Very truly yours,

Albert H. T. Banzhaf

AHTB/D
Enc.

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

D.W. GRIFFITH'S
SUPREME TRIUMPH
HEARTS
OF THE
WORLD
A ROMANCE OF
THE GREAT
WAR

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

Nov. 7th, 1918.

Mr. D. W. Griffith,
Hotel Alexandria,
Los Angeles, California.

Dear Sir:-

We sent you recently a statement of transactions of State Rights exploitation with a notation on the bottom of the statement that we had not received the Mid-West statements. Since then these statements have come in. The figures below represent the transactions of this company up to October 5th.

| | | | | |
|---|---|---|---|---|
| TO 10/5 | 10 Wks. | Gross Receipts | 198377.35 | |
| | | Co. Share | | 128852.42 |
| | | Expenses | 70038.33 | |
| | | Overhead | 18096.03 | 88134.36 |
| | | | | 40718.06 |

TERMS: Purchase 135000 - plus 30% overhead.

Very truly yours,

"HEARTS OF THE WORLD"

J. Wyman

Auditor.

E/W

OFFICE OF THE
REGISTER OF COPYRIGHTS

LIBRARY OF CONGRESS
COPYRIGHT OFFICE
WASHINGTON

ELW-SMF

November 8, 1918.

Dear Sir:

Your letter of November 7 addressed to Mr. Roy Gilder has been opened in this Office. A duplicate certificate for the registration of the motion picture play entitled "HEARTS OF THE WORLD" entered in this Office on June 7, 1918 by David W. Griffith can be supplied upon the payment of the statutory fee of 50 cents.

You, no doubt, will regret to learn of Mr. Gilder's death several weeks since, a victim of the influenza epidemic.

Respectfully,
THORVALD SOLBERG,
Register of Copyrights,

By Arthur Crisfield
Assistant Register of Copyrights.

Albert H. T. Banzhaf, Esq.,
2 Rector street,
New York, N.Y.

November 8th, 1918.

Robertson Cole Company
149 Broadway,
New York City.

Gentlemen:-

Beg to advise that the contract heretofore made by and between the Wark Producing Corporation and yourselves with reference to the leasing of x territorial rights of "Intolerance" for Holland should run for a period of six years instead of five.

You may take this letter as authorization for the amendment of the contract to that effect.

Very truly yours,

WARK PRODUCING CORPORATION

By

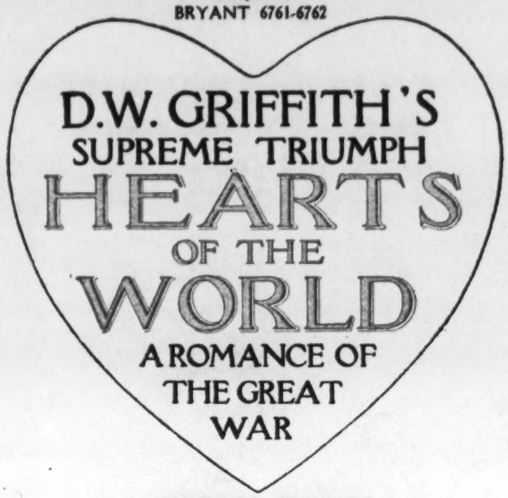
President.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative




GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

Nov. 8th, 1918.

Mr. D. W. Griffith,
Hotel Alexandria,
Los Angeles, California.

Dear Mr. Griffith:-

Enclosed please find list of managers, agents and society representatives. We at present have seven companies playing and two more that will open, one on the 18th in the Bronx at 156th St. & Third Ave, (Co. B), and the other (Co. D) will open November 17th at the National Theatre in a suburb of Chicago. We are booked to play seven weeks in what is called the outlying theatres around Chicago.

You will note we have five society representatives working and seven shows operating. One of these shows, a special company, is playing in Philadelphia, which is the fourth time back there. Another is Co. C, playing Newark, N. J., where we have been running some four weeks.

I note in your wire that you ask for report of each company and the profits for the week. I hardly understand this request inasmuch as I have always wired you the gross receipts and profits on each show, together with the gross profit on the entire shows, and I will continue so doing. Aside from that, I have mailed you a summary of each week's business from the time we have opened.

With best wishes and kind regards,

Very truly yours,

Albert L. Grey

G/W

LIST

| CO | TOWN | MANAGER | AGENT | SOCIETY REPRESENTATIVE |
|---|---|---|---|---|
| A | Toledo | Fred Meek | Wm. Malley | Margaret Oettinger |
| C | Newark | Walter Cox | E. Lewis | |
| D | | Chas. Bulkley | John Curran | |
| E | Coatesville | A.M.Sheehan | Ormsby Court | Yetta D. Geffen |
| F | Richmond | Thos. Hodgeman | Arthur Ryan | Helen Santoro |
| G | Syracuse | J.A.Manning | Joe Luckett | Henrietta Spader |
| H | Easton, Morristown, Plainfeild | A.H.Varley | J.Seeley | Rosalia Twyeffort |
| Special | Philadelphia | John Daly | Herman Dieck | |

Los Angeles, California.

November 9, 1918

Mr. Morris Gest,
Century Theatre,
New York, N. Y.

Dear Mr. Gest:

I have to ask your pardon for the delay in answering your letter as I was out of town at the time it was sent to the studio awaiting my return.

I have been all wound round with a woolen string of work for this Artcraft Program and haven't had time to think over propositions for a big picture. I do not as yet see my way out of the woods of these six pictures.

By the way, I remember distinctly what a big sensation "The Darling of the Gods" was, but have forgotten the plot. Of course, you realize the wide difference between the stage and the motion picture. Do you think it is the material for a spectacular and sensational picture play? I mean by this for the theatrical time.

Of course, many doubt that any picture is good for theatrical time; that "The Birth of a Nation" was a psychological accident and that "Hearts of the World" was successful on account of its timeliness, at getting two dollar prices. Of course, still admitting that it was good for a picture.

As you understand, it costs a fortune to attempt a picture to put in the theatres with any hope of success and makes one very nervous before starting out on this gamble.

Our "Hearts" with other affairs, has had some little difficulty as you may well understand on account of "Flu". Hit us just when we were starting to go strong. However, am expecting to have a little pin money for your wife for Christmas.

With kindest regards,

Yours sincerely,

DWG-W

H. B. W.

Mr. A. H. T. Banzhaf,

Have sent copy of the following letter to Mr. Grey.

November 9, 1918
D. W. Griffith

November 9, 1918

Mr. A. L. Grey,
720 Longacre Bldg.,
New York, N. Y.

Dear Mr. Grey:

It will not be many months until I am through with making pictures for the Artcraft under our arrangement for six pictures. Unless we make a further agreement concerning this will have to prepare for a new producing arrangement. What seems to be your opinion as to where the money is -- in the big picture with the theatres -- or the program. Of course there is a terrific gamble with the big picture.

Send me also a detailed statement as to how much money you are spending -- how many musicians you are carrying with the various companies and on what plan you are putting out the Hearts. Still keep the society and press agents but I think the music and prop expenses should be cut down to the lowest possible amount.

What effect do you think the peace talk is going to have on pictures?

Regards,

Sincerely,

PRICE, WATERHOUSE & CO.

54 William Street.

New York.

November 9, 1918.

Elek J. Ludvigh, Esq.,

485 Fifth Avenue,

New York City.

Dear Sir:

Replying to your letter of November 8, 1918, relative to State rights on "Hearts of the World", we are of the opinion that film of this character has an earning power that cannot be estimated from past experience. We find similar productions from an individual producer giving results entirely discordant; and for these reasons think that the entire net earnings of such films, handled in this manner, should be applied to write off the cost of the negative and prints, no profit being taken until the film value has been absorbed. We should consider it dangerous practice to attempt to pro-rate the cost of such a special film.

Yours very truly,

PRICE, WATERHOUSE & CO.

HOLLYWOOD 2800

# D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

Hearts W

Nov. 9, 1918.

Mr. A. H. T. Banzhaf,
Two Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:

Referring to my letter to Mr. Epping, November 5th, copy of which I also submitted to you, we have paid the footage tax to the government on all copies shipped C.O.D. We did not pay the footage tax on the copies that were shipped on open accounts - all previous to copy #36, and we did not pay on the copies that went to England, Canada and Australia. I will forward to you details of the footage which we paid upon.

In September we paid footage tax for everything shipped previous to that month and in October we paid September shipments.

In this connection, I overlooked the ten copies of "Birth of A Nation" - which we made early in the Spring. This has not as yet been paid. The U. S. Revenue representatives are very courteous and I believe that if we take it up with them that we can still pay this tax without being penalized. However, I doubt whether they ever go any further into our records and may not have to pay at all. Will you please advise me on this point?

Yours truly,

E C Bidwell

ECB:LW.

Hearts World

November 12th 1918.

Mr. Arthur Crisfield,
Assistant Register of Copyrights,
Library of Congress,
Washington, D. C.

Dear Sir:

I beg to acknowledge receipt of your kind favor of the 8th inst. relative to copyright certificate of "Hearts of the World" and in reply thereto I beg to enclose herewith my check for $1.00 for two certified copies thereof. According to your files this picture was entered for copyright in your office June 7th 1918 by David W. Griffith.

It was indeed with great regret that I learned of Mr. Gilder's untimely death, as he was a very splendid type of man and I certainly regret the loss to your department.

Thanking you for your kindness in answering my previsou communication, I remain

Very respectfully yours,

AHTB/D
Enc.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALL STAR FEATURES DISTRIBUTORS, Inc.
SOL L. LESSER, Pres. and Gen. Mgr.
Controlling
California, Oregon, Washington, Idaho Nevada, Utah, Wyoming, Colorado, Montana, Arizona and New Mexico

MID-WEST Hearts of the World Co.
GEO. H. DAVIS and SOL L. LESSER
CHICAGO, ILL.
GEO. H. DAVIS, General Manager
Controlling
Wisconsin, Minnesota, North Dakota, South Dakota, Iowa, Nebraska, Missouri, Kansas, Arkansas, Oklahoma and Texas

TELEPHONE CONNECTIONS CABLE ADDRESS "FILMS"

DISTRIBUTORS OF
D. W. Griffith's
SUPREME TRIUMPH
Hearts of the World
*The Sweetest Love Story Ever Told*
*A Romance of the Great War*

GENERAL OFFICES
191 GOLDEN GATE AVE., SAN FRANCISCO, CAL.

Now Playing
44th Street Theatre NEW YORK
Garrick Theatre PHILADELPHIA
Olympic Theatre CHICAGO
Majestic Theatre BOSTON
Alcazar Theatre SAN FRANCISCO
Auditorium Theatre LOS ANGELES

11/12/18

Mr. D. W. Griffith,
4500 Sunset Blvd.,
Los Angeles, Calif.

Dear Mr. Griffith:-

Confirming my wire of today to wit:

"Are you considering revising Hearts of the World to meet changed conditions Respectfully submit for your consideration following suggestions Scene showing Chateau Thierry as turning point of war Abdication of Kaiser A Flash of truce emissaries crossing line with white flags and our boys preparing to return Our companies resuming routes Please answer Kindest regards "

In addition to this, one of our Chicago men offers the following suggestions. You may see some value in same.

"Mr. Sol. L. Lesser,
191 Golden Gate Avenue,
San Francisco, California.

My dear Sol:

"As a matter of suggestion, I believe if I were you I would get in touch with Mr. Griffith right away, and see if it is not possible for Mr. Griffith to conceive a prelude to the Hearts of the World, this prelude to include all of the prominent war figures at a peace council in Versailles, and the surrender of Austria-Hungary, Turkey and Bulgaria,-the passing of the German military advisors through the trench with a white flag, and into the allied lines. Later showing them in coun-

ALL STAR FEATURES DISTRIBUTORS, Inc.

Mr. D. W. Griffith

cil with General Foch and the Allied War Council, making it strong that on April 1st, 1918 the Allies were terribly beaten. Then show the turning of the tide and the boys in battle at Chateau Thierry, when that immemorable stand was made by an American Colonel that did not know what it meant to turn back, that he was not going to retreat but was going to advance. How the Americans have turned the tide of this war, and in seven short months turned absolulte defeat into victory, and defeated the strongest military power the world has ever known. This could all be done in 500 ft."

"It is an idea that might be well for you to see Mr. Griffith about personally."

I am sure you will make certain additions to the film in order to send the public away talking and as I know that these scenes will take time, I hope that you will arrive to an instant decision as we speculate considerable on the future of this wonderful subject.

With kindest regards and assuring you of my esteem, I am

Respectfully yours,

SLL:R

ALL STAR FEATURES DISTRIBUTORS, Inc.

Nov. 12th, 1918.

Mr. E. C. Bidwell #2.

advise me that the amount is correct, I will instantly send you my check to close the matter.

Assuring you of my willingness to please, and trusting this explanation of the delay of payment is satisfactory, I am,

Very truly yours,

ALL STAR FEATURES DISTRIBUTORS,

By Sol L. Lesser.

SLL/RH.

AN AGREEMENT made this 12th day of November, nineteen hundred and eighteen, between WARK PRODUCING CORPORATION organized under the laws of the State of New York, hereinafter termed the Lessor, party of the first part and HARRY F. ROBERTSON and RUFUS SIDMAN COLE, trading and transacting business under the firm and style name of ROBERTSON-COLE COMPANY, as copartners, hereinafter termed the Lessees, parties of the second part.

WHEREAS the Lessor is the owner of a certain motion picture photo play called "Intolerance", and

WHEREAS the Lessor has agreed to grant to the Lessees the sole and exclusive rights to use and exhibit such motion picture film in India, Burma, Ceylon, Japan, Indo China, Phillippine Islands, Hong Kong, Korea, Dutch East Indies, Straits Settlements, Malay Peninsula and Siam.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. The Lessor hereby grants to the Lessees the sole and exclusive right to use and exploit the said motion picture film for a period of five years from the date hereof, throughout the aforesaid territory upon the term and conditions hereinafter provided, but only in a dignified manner commensurate with the artistic qualities of the production as prepared by the Lessor and with appropriate musical accompaniment.

2. CONSIDERATION for this agreement shall be the sum of Thirteen Thousand ($13,000.00) Dollars, payable in cash, on the signing of this agreement receipt whereof is hereby acknowledged by the Lessor, In consideration of such payments the Lessees shall have the exclusive right of exhibition of said motion picture play in the aforesaid territory for the period of five years from the date hereof.

3. The Lessor agrees as long as the negative is in existence to furnish to the Lessees a reasonable number of prints or parts of prints of said production during the life of the contract at the rate of eight cents per lineal foot plus any tax which may hereafter be imposed on the sale or manufacture of said prints by the Federal or State

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Authorities of the United States of America, F.O.B. New York City, with or without titles.

4. At the expiration or termination of this agreement the Lessees will at once ship the said films upon demand from the Lessor, to the Lessor at the address named in the demand and at the Lessor's expense of transportation or will destroy them if required so to do by the Lessor in writing; and if lost or destroyed, Lessees shall supply affidavits covering the cause of its loss or destruction.

5. All newspaper advertisements and posters issued by the Lessees in connection with said film and all exhibition of said film shall contain the name of D. W. GRIFFITH as Producer thereof and said name is to be printed as prominently as the largest type advertisement poster or film.

6. The Lessees shall not act or hold themselves out as the Agents of the Lessor and nothing herein contained shall be construed to constitute a partnership between the parties hereto.

7. The Lessor shall not be responsible for any accident loss or damage in any place, hall or theatre where the said production takes place and neither of the parties shall be liable in damage to the other in the event of such hall or theatre being closed or the production of the said film being prevented in consequence of fire, accident, strikes, epidemic, any order of the Public or Competent Authorities of said government, National mourning, tempest aircraft (hostile or otherwise) shots, shells, bombs, or missil from or used against aircraft warlike operations acts of the Public enemies, explosion, flood or calamity of any kind or other inevitable accident.

8. This agreement does not assign to or confer upon the Lessees any performing or producing rights or interests in the copyright of the said motion picture photo play, except the limited right of production and exhibition for period herein mentioned. The Lessor

warrants that it has good title to grant the within lease for the aforesaid territory and agrees not to exhibit or to grant licenses to others for the exhibition of said motion picture film within any part of the aforesaid territory during the said period.

9. The Lessees undertake that they will not allow or cause to be made any duplicate copies of said film nor exhibit nor hire out for exhibition any copies thereof (unless directly purchased from the Lessor pursuant to the terms and at the rate mentioned in this contract) nor allow any of these films to be shown in any district or territory whatever except as mentioned in this agreement. And the Lessees will use every effort and at their own expense to enjoin and restrain the use of any copy of said production or parts thereof in the aforesaid territory not authorized by the Lessor to be exhibited therein and in the event of any breach of this clause the Lessees undertake at their cost to forthwith commence and prosecute such criminal or other proceedings as the Lessor may require to deal with any such breach and further the Lessees agree that if it should be proved to the satisfaction of the Lessor that any breach was occasioned by or connived at personally by the Lessees, their agents or employees, then in such event the License hereby granted shall ipso facto determine without prejudice to the right of the Lessor, to damage for any breach in this agreement. ~~The Lessor agrees nevertheless, at its own expense to reclaim any territory covered by this agreement in violation of the terms hereof, provided such illicit prints are shown to have been introduced into the territory without the knowledge or consent of the Lessees.~~

10. The Lessee is licensed to sublet the films covered by this agreement and license other reputable motion picture distributors and exhibitors to exercise the rights herein granted to the Lessee provided such conveyance of rights invariably conforms to the conditions set forth herein as governing and regulating the exhibition of the films covered by this agreement, and provided further that it be clearly understood and set forth in any agreement

based upon this contract, that title to all films perpetually rest in the Lessor, and provided further that the Lessees herein forthwith notify the Lessor in writing of the names and addresses of its sub-lessors, of any, and the description of the territory so sub-licensed by them, and provided further that nothing herein contained shall be deemed to release said lessees, Messrs. Robertson-Cole Company from any and all personal liability of their covenants and agreements under the terms of this contract to the lessor by reason of any such sub-licenses being granted by said lessees, it being fully understood that their liability hereunder shall be and remain the same had the above consent to sub-license herein not been made

11. This agreement is to be construed and take effect as a contract made in the State of New York, United States of America and in accordance with the laws of said State and Federal laws of said Country and the parties hereto hereby submit to the jurisdiction of the Supreme Court of the State of New York or to the Federal Court of the United States of America in addition to any right they or either of them may have under the laws of the Government of the territory herein before mentioned.

12. In the event of any breach by the Lessees of any of the terms or conditions of this agreement or in the event of any moneys payable under it by the Lessees being in arrears for ten days then this agreement shall cease and determine and all the sums already paid by the Lessee shall forthwith be forfeited by the Lessees to the Lessor without prejudice to any claim the Lessor may have by way of damage against the Lessees and any film or films in the possession of the Lessees or its Agents shall at once be returned to the Lessor.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its duly authorized officer and its corporate seal to be hereto affixed, and the parties of the second part have signed, by WALTER H. SEELY, for the copartners as their attorney in fact and has hereunto affixed his seal the day and year

as above written.

WARK PRODUCING CORPORATION

WITNESS: By _____

David J. Mountain

ROBERTSON-COLE COMPANY

David J. Mountain By _____

Attorney-in-fact

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALL STAR FEATURES DISTRIBUTORS, Inc.
SOL L. LESSER, Pres. and Gen. Mgr.
Controlling
California, Oregon, Washington, Idaho Nevada, Utah, Wyoming, Colorado, Montana, Arizona and New Mexico

MID-WEST
Hearts of the World Co.
GEO. H. DAVIS and SOL L. LESSER
CHICAGO, ILL.
GEO. H. DAVIS, General Manager

Controlling
Wisconsin, Minnesota, North Dakota, South Dakota, Iowa, Nebraska, Missouri, Kansas, Arkansas, Oklahoma and Texas

TELEPHONE CONNECTIONS CABLE ADDRESS "FILMS"

DISTRIBUTORS OF
D. W. Griffith's
SUPREME TRIUMPH
Hearts of the World
*The Sweetest Love Story Ever Told*
*A Romance of the Great War*

GENERAL OFFICES
191 GOLDEN GATE AVE., SAN FRANCISCO, CAL.

Now Playing
44th Street Theatre
NEW YORK
Garrick Theatre
PHILADELPHIA
Olympic Theatre
CHICAGO
Majestic Theatre
BOSTON
Alcazar Theatre
SAN FRANCISCO
Auditorium Theatre
LOS ANGELES

Nov. 13th, 1918.

Mr. A. L. Gray,
720 Longacre Building,
New York.

My dear Mr. Gray:

It has been quite some time since I have seen you but all of the predictions that you made concerning the success that was in store for me with "Hearts of the World" proved to be a reality and is now, as the seasoned showmen say "ancient history."

I have not had an opportunity to write you since the time we took over the middle Western States. However, now my Cashier calls to my attention that there is some $6,000.00 due you as your ~~share of~~ 25% of the profits on the first deal, hence this letter.

Would it cause you any inconvenience if we were to withhold this money until we resume operations with the assurance from me that just as quickly as the receipts come in, this money shall be immediately sent you?

I also feel it opportune to invite your attention to the fact that the changed conditions may or may not affect the future destiny of the "Hearts of the World" but, in any event, I think that Mr. Griffith should add a few scenes to bring the picture right up to the moment. I feel that the ending of the War will make "Hearts of the World" all the bigger. I am wondering if you share in this confidence? My suggestion would be that Mr. Griffith make a scene showing Chateau Thierry as the opening point of the War; the abdication of the Kaiser; a flash of the Truce Emissaries crossing the battle line with white flags; our boys preparing to return; a flash of the Council Adversailles.

I will be pleased to receive your comment on this matter and also a reply to the first query.

ALL STAR FEATURES DISTRIBUTORS, Inc.

Nov. 12th, 1918.

Mr. A. L. Gray #2.

With kindest regards and assurances of my esteem, I am,

Cordially,

SLL/RH.

CABLE ADDRESS—MINTMAN

**GILLESPIE BROS. & CO.**

AND AT
82 FENCHURCH ST.
LONDON

MOVING PICTURE FILMS DEPARTMENT
220 WEST 42ND STREET
~~NO. 11 BROADWAY~~
NEW YORK,

Hearts of the World State rights

Nov. 14, 18.

ARGENTINA
E. Eckhardt Pastor
Buenos Aires
BRASIL
Davidson, Pullen & Co.
Rio de Janeiro
BOLIVIA
Bolloten, Gould & Co.
La Paz
CHILE
J. Kusnetzoff
Santiago
ECUADOR
Romanet & Co.
Guayaquil
GUATEMALA
Ramon Banus
Guatemala
PERU
Romanet & Co.
Lima
REPUBLICA DOMINICANA
J. M. Calderon & Co.
Pto. Plata
D. W. INDIES
Emilio L. Enriquez
Curazao

BANKS
National City Bank of New York
Royal Bank of Canada
The Guaranty Trust Co. of N. Y.

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York.

My dear Mr. Banzhaf:-

We wish to thank you for the inquiry regarding the State Rights for Porto Rico and Santo Domingo for "Hearts of the World" enclosed with your letter of the 6th. We will give this our immediate attention.

We also wish to again call your attention to the necessity of receiving the power of attorney for Argentina, which we requested sometime ago. We are experiencing a great deal of annoyance on account of the delay of this paper, as our client seems to be in urgent need of same. Will you therefore be good enough to rush this along for us.

Thanking you, we remain,

Very truly yours,

GILLESPIE BROS. & CO

Manager
Moving Picture Film Dept.

PLEASE SEND ALL CORRESPONDENCE TO MOVING PICTURE FILMS DEPT.

Respectfully referred to Mr Griffith
Otheno Steiner

SHUBERT THEATRE BUILDING
223 WEST 44TH STREET

LEE SHUBERT

JOS. SHUBERT

EXECUTIVE OFFICES

# SAM S. & LEE SHUBERT INC.
AND
# SHUBERT THEATRICAL CO.

NEW YORK CITY

Sincerely, enclosed, Otheno Steiner

November 14, 1918

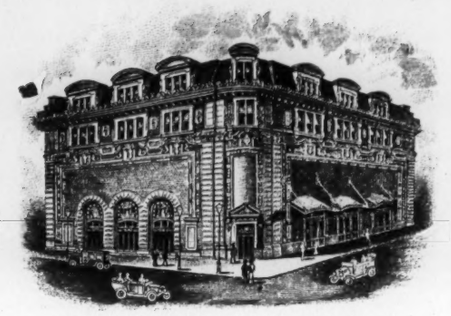
My dear Steve:

The rascally John Blackwood has dropped in. He is as handsome as ever and perceptibly enlarged. The one amazing development of Jack in recent years is that he now admits that he has a bank account. This is important if true.

John, who is ever there with inside information, informs me that you are under the belt of David Wark Griffith. Some time ago Adolph Klauber told me that Mr. Griffith had approached him as to being his representative in New York, in re, I take it, the press. Adolph told me that he was tied up with Selwyns and was unable to consider the matter, but volunteered the suggestion that he would write to Mr. Griffith and recommend yours truly for the work.

I'd like very much to get this work if I could take it along with other minor things that came along; in other words, every once in a while, somebody comes along who wants me to do a little work on the side, which would [DOES] take up little or no time.

I only have twenty or thirty shows to look after now, and this suggestion of Klauber's in re Mr. Griffith, seemed to me an opportunity to get away from the horrible grind of this office.



SHUBERT THEATRE BUILDING
223 WEST 44TH STREET

LEE SHUBERT J.J. SHUBERT

EXECUTIVE OFFICES

# SAM S. & LEE SHUBERT INC.
AND
# SHUBERT THEATRICAL CO.

NEW YORK CITY

II

Jack Blackburn dictated this

I wish you would be good enough to see Mr. Griffith and mention this matter to him, and who knows but you might be able to put in a kind and friendly word in behalf. If I were not surcharged with inate modesty I might say in my own behalf that I am a hell of a good press agent and that I could accomplish things for Mr. Griffith that perhaps no one else in this part of the woods could do so well. You see I am skidding on my modesty pavement.

Make an investigation and let me know what's doing.

Kind remembrances to Mrs. Stephens.

Yours very truly,

Lee Shubert

Heart W.
Foreign rights

November 15th 1918.

Mr. Elek John Ludvigh,
c/ Famous Players Lasky Corp.
485 Fifth Avenue,
New York City.

Dear Mr. Ludvigh:

I enclose herewith copies of the "Hearts of the World" contracts with the War Office London for Canada and Australia, which have been recently forwarded to me by Mr. Burlock.

I also enclose herewith copy of letter received from Mr. Shauer under date of July 13th relative to payment by Allen for six prints which we delivered to him from here. Evidently it appears under the Canadian contract that the six prints were included in the total price for which Canadian rights were sold and that we will therefore have to charge these prints to the War Office London and receive a credit therefor from them on the final adjustment of this matter. Will you kindly advise me if I am correct in this interpretation?

I also enclose herewith copy of letter received from Mr. Rubin under date of October 17th and my reply thereto, which letters speak for themselves.

Will you kindly advise me as to how I should answer Mr. Rubin's letter in connection with this matter.

I also beg to advise that I have again wired to Mr. Griffith for Lesser Middle West contract, on receipt of which, same will be forwarded to you.

Thanking you for your attention to these matters, I remain

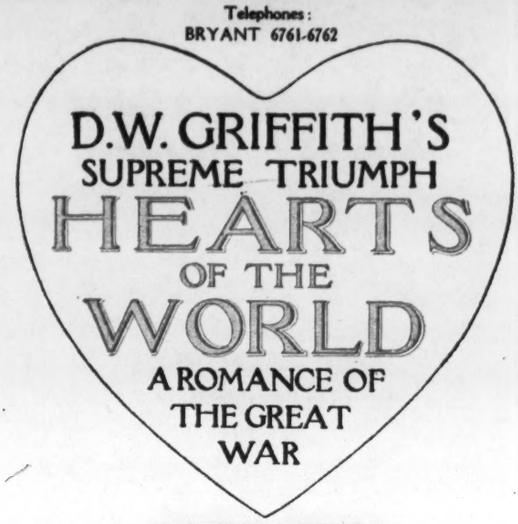
Very truly yours,

AHTB/GD
Enc.

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative




GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

November 15th 1918.

D.W.Griffith Esq.
Hotel Alexandria
LOS ANGELES.

Dear Mr. Griffith,

Enclosed please find Summary of week's business ending November 9th. I believe Mr. Epping sent you a check yesterday.

You will notice that this report shows a net profit of $1745.59 but your profit check was $1866 which is half of the real profits. While Toledo and Richmond companies showed a loss, they really are not an actual loss to the organisation because this loss was paid out of our sinking fund by these individual companies. I am trying to explain this so that you will not have to rack your brain as to how you get a check for $1866 when this report only shows $1745 profit of which you are entitled to only half.

With best wishes and kind regards,

Yours very truly,

Albert L. Grey

"HEARTS OF THE WORLD"

Returns from Company's OWN Exploitation

week ending

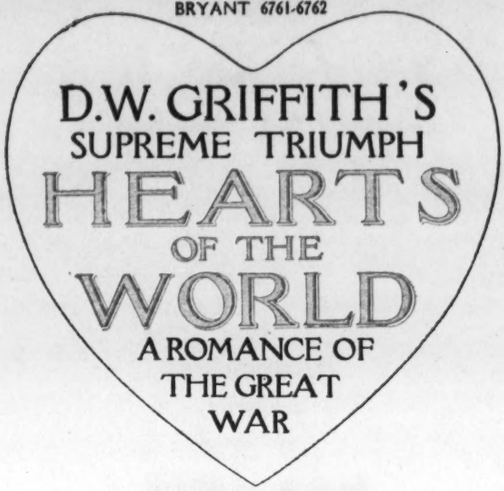
November 9th, 1918.

| Town | State | Co | Days | Shows | Gross Receipts | Net Profit | Percent of Net Profits on Gross Receipts |
|---|---|---|---|---|---|---|---|
| Toledo | O. | A | 3 | 5 | 2898.50 | 1464.90 | |
| Newark | N.J. | C | 7 | 14 | 5501.75 | 1228.06 | |
| Coatesville | Pa. | E | 3 | 5 | 2756.25 | 546.93 | |
| Richmond | Va. | F | 6 | 10 | 5910.00 | 521.58 | |
| Syracuse | N.Y. | G | 7 | 13 | 7184.25 | 1493.24 | |
| Easton | Pa. | H | 4 | 8 | 2991.75 | 282.79 | |
| Philadelphia | Pa. | Spec. | 6 | 11 | 4980.25 | 181.05 | |
| TOTAL FOR THE WEEK | | | | 66 | 32222.75 | 1745.59 | 5.42% |
| TOTAL TO LAST WEEK | | | | | 1.135239.38 | 204136.98 | 17.81% |
| TOTAL TO DATE | | | | | 1.167462.13 | 205882.57 | 17.64% |

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative




GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

Nov. 15th, 1918.

Mr. E. C. Bidwell,
4500 Sunset Boulevard,
Los Angeles, Cal.

Dear Mr. Bidwell:-

I enclose herewith check for $52.19 in payment of your bill of October 17th for $13.93 and that of November 2nd - $38.26.

I note that the latter bill which I paid represents express charges on 44000 feet of positive stock. Please, hereafter, acknowledge to me whenever you get a new lot of positive stock for "Hearts of the World". This will only take a minute. You see, until I receive your bill, I haven't the faintest idea that you received any stock. The conditions on this end are such that I have to rely on this information from the Coast and so, whenever hereafter, you get stock merely jot down a few lines stating - "Received --- feet of stock" and mention whether you received it from Brulatour direct or from the Famous Players in Los Angeles. That is all.

Enclosed herewith please find copies of bills for the last four shipments of stock, which you claim has been received and used for "Hearts of the World" in your letter of November 5th.

Yours very truly,

E/W

November 16, 1918.

All Star Features Distributors,
191 Golden Gate Avenue,
San Francisco, Cal.

Attention of Mr. Sol Lessor.

Gentlemen:

Mr. Zukor has requested me to forward to you the original letter received from Price, Waterhouse & Company, Chartered Accountants, to the effect that it is not proper accounting to prorate State Rights on "Hearts of the World" for any period of time whatsoever.

Messrs. Price, Waterhouse & Company are probably the leading Accountants in the world. Mr. May, one of the Resident Partners is on the honorary committee of seven special advisors to the Internal Revenue Department, and this Company audits the books not only of the Famous Players-Lasky Corporation, but of Vitagraph, Triangle, Pathe, Griffith and a host of others. They have established practically all of the accounting standards in use by motion picture Producers and Distributors.

This is what I have maintained right along, and now that you have the same thing from an authoritative source, I hope you will feel at ease about the matter.

With kind personal regards, I am

Yours very truly,

EJL/TA
Enc.

# FAMOUS PLAYERS - LASKY CORPORATION

485 FIFTH AVENUE MURRAY HILL 8500 CABLE ADDRESS FAMFILM NEW YORK CITY

Reports re Stalcup

LEGAL DEPARTMENT
ELEK JOHN LUDVIGH
ARTHUR S. FRIEND
HAROLD MINOT PITMAN
RALPH A. KOHN
COUNSEL

November 16, 1918.

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

My dear Mr. Banzhaf:

I am enclosing copy of letter received from Price, Waterhouse & Co. in answer to my inquiry, and a copy of letter which I am forwarding to Mr. Lessor today.

After you have read these will you please forward same to Mr. Griffith so that he may be aware of the matter in case Mr. Lessor refers to it any further.

Yours very truly,

E J Ludvigh

EJL/TA
Encs.

Heart

No. 20 B

# Library of Congress

Copyright Office

Washington, D. C.

NOV 16 1918

DEAR SIR :

In compliance with your request we send herewith inclosed the certified document s noted below.

Your remittance of $1,00 was duly received. There has been applied $1,00 to cover the statutory fee for the document s supplied.

Respectfully,

Thorvald Solberg
*Register of Copyrights.*

INCLOSURES:

2 Copies of record of entry no. L 12521, of 1918.

Albert H. T. Banzhaf, Esq.,
2 Rector St.,
New York, N.Y.

PLEASE ADDRESS COMMUNICATIONS TO THE LONDON ADVERTISER CO., LTD., NOT TO INDIVIDUALS

MORNING NOON EVENING

MEMBER AUDIT BUREAU OF CIRCULATIONS

# The London Advertiser

ESTABLISHED 1863

LONDON, CANADA Nov. 16, 1918

Mr D.W.Griffith,
Producer," Hearts of the World"
Los Angeles, Cal.

Dear Sir:

Perhaps through some trick of the mails your letter of October 31 did not reach me, but Messrs Allen of Toronto were good enough to send me a copy, and I wish to acknowledge it. It was surprising to me that the editorial which sought to appreciate in some degree your latest great production should have reached the subject himself, and your noticing of it is regarded as more than a mere courtesy. I have written quite a number of editorials on the great pictures, and I think in almost every case your proteges have been the subject of them.

Please accept my warmest thanks for your kind letter to me, and if it would not be asking too much I should very much like to have you strike off another copy and attach your signature. As I have said, the original failed to reach me.

Yours gratefully,

W. J. Lant

Managing Editor.

POSTAL TELEGRAPH — COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

20 BROAD ST., N. Y.
1078 RECTOR

# TELEGRAM

DELIVERY NO. 377

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

*This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram).* Form 16

70GS ZN 901AM 34 N.L.

HY LOSANGELES CALIF NOV 18 1918

A H T BANZHAF

2 RECTOR ST NY.

SETTLE IMMEDIATELY WITH LESSER ON THE TWENTY FIVE PERCENT BASIS OF RECEIPTS THAT WE NOW HAVE COMING HE IS A VERY SMOOTH PROPOSITION AND WE DONT WANT HIM TO GET TOO MUCH IN ARREARS.

D W GRIFFITH.

CB

State rights
H. W

Hearts World

November 18th 1918.

Mr. E. O. Bidwell,
c/ Griffith Studio,
4500 Sunset Boulevard,
Los Angeles, Calif.

Dear Mr. Bidwell:

Replying to your favor of the 6th inst. relative to "Intolerance" copies, beg to advise that the delivery of the extra ten copies by December 1st will be satisfactory.

You should not pay any tax on "Intolerance" prints or prints of the "Birth of a Nation" which you make up for the Wark and Epoch Companies respectively, as these various companies will pay the footage tax in New York on said film when they are sold for domestic rights or released for exhibition purposes. There is no tax on film that is sold for export and as all of the "Intolerance" prints are made for this purpose and those of the "Birth of a Nation" you should pay no attention to the taxation question.

Your studio is making these prints for the Wark and Epoch Companies respectively and has nothing to do with the sale or export thereof and you should bill these companies for their respective bills for the work you do and disbursements you make on account thereof as though you were dealing with an entirely independent concern. Bear in mind that the raw stock has been paid for by the various companies at the time of shipment to the Coast.

This rule should also be followed in all prints made up for "Hearts of the World". You should treat the New York office as an independent concern for whom you are making these prints and bill said office therefor.

Will you kindly advise me as to whether an adjustment has been made by Mr. Carbutt on account of the manufacturing cost of the C.O.D. shipments? It would also seem advisable that hereafter all footage taxes on "Hearts of the World" shipments should be paid from the New York office, as under our theory your Studio is manufacturing these prints for "Hearts of the World" a separate and distinct enterprise from that of the Griffith Studio and you should pay footage taxes and make returns to the Government therefor only on Program pictures, including the Artcraft and Gish Paramount, as the office in N.Y.

MUSEUM OF MODERN ART

has nothing to do with said ventures, as the same are purely studio matters.

I have learned through Mr. Grey that Mr. Griffith will give up the lease of the studio by December 15th and intends to move to other quarters. Will you kindly advise me if this is correct, as I have not been advised of the matter whatever.

Very truly yours,

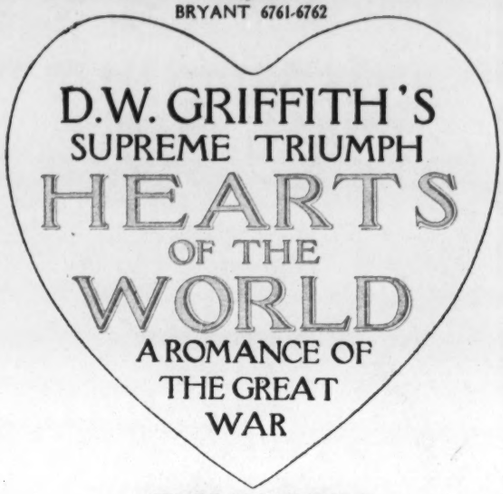
AHTB /D

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Reprerentative




GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

November 18th 1918.

D.W.Griffith Esq.,
Hotel Alexandria
LOS ANGELES.

Dear Mr. Griffith,

In answer to your wire relative to number of shows and expense of operating same.

We are at present operating seven shows - really eight but one is only a special company playing in Philadelphia and will close Nov.30th. All the seven travelling shows are operating on practically the same cost as originally - that is $2200 a week. The expenses are as follows:-

| | |
|---|---|
| Home Office expenses | $200 per week |
| One Society Agent average | 100 " " |
| Advance Agent | 100 |
| Manager | 85 |
| 12 Musicians | 600 |
| Leader | 85 |
| 2nd Man | 40 |
| 2 Operators each $50 | 100 |
| Stage Manager | 50 |
| Carpenter | 50 |
| Property Man | 45 |
| | 1455 |

The other expenses are printing, extra advertising, railway fares, transportation, incidentals.

Four of these shows on Decr 25th will be cut down to eight musicians, a leader, one machine, one operator and stage manager. This will eliminate carpenter, property man one operator, and four masicians and they will not carry shadow box or effects excepting rain and wind. This will be a saving of about $450 a week which will bring the expenses down to $1750. About Feb.1st we cut one more show down to this standard and on April 1st they will all be cut down. This is as cheap as I figure it wise to try and operate. However, I know Lesser and the Michigan people as well as Kentucky and Indiana -in fact all the State right people are running cheaper, but I daresay will not make as much money in the end. For instance, In Detroit, they have begun to rent at $200 a day, while if the production had

originally been put on properly, they would now be playing a return engagement and the rental should not start until 5 or 6 mths. However they all know more about it than anybody else.

Enclosed please find letter received from Mr. Lesser. this day which will explain itself. As you will note, it is on the same lines as my wire to you several weeks ago. It is doubtful in my mind at present whether I would suggest any changes as the show seems to be running along just the same as usual. However, if you do make any, I would forget about the Kaiser part of it and only try to show the Americans doing just a little bit more. This probably could be done with titles to some extent. In other words, I do not want you to start spending more money on it as I doubt if it is necessary.

With kindest regards

Very sincerely yours,

Albert W. Grey

Bidwell

(1)

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

November 18th 1918.

Mr. David W. Griffith,
Hotel Alexandria,
Los Angeles, Calif.

Dear Mr. Griffith:

I have an inquiry from Mr. Bidwell relative to your safe deposit box at the First National which I opened for some of your trusteeship funds. Mr. Bidwell states that you do not remember about the matter and wants to know if he should pay the rental thereof.

I have written to Mr. Bidwell, stating that I have no recollection of the purpose for which you are using this box, but would advise him to pay the rental thereon or at least consult with you before surrendering the same. If you are still keeping trust funds in this box or their investment equivalents it would be advisable to keep up the rental thereon. All funds or investments which you hold as trustee for others should be in separate boxes in order that there can be no confusion as to the separate accounts. This may cause you some inconvenience, but it is the only correct way for you to protect yourself as trustee of the funds which you may hold or invest, and if kept separately there can be no question as to whom the funds should be distributed in case of unforeseen events.

With kindest regards, I remain

Very truly yours,

Albert H. Banzhaf

AHTB/GD

(2)

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

November 18th 1918.

Mr. D. W. Griffith,
Hotel Alexandria,
Los Angeles, Calif.

Dear Mr. Griffith:

I am enclosing herewith copy of letter from Mr. Ludvigh to Lesser and copy of letter from Price-Waterhouse relative to the same matter for your information so that you may be fully advised as to the status of Lesser's accounting difficulties regarding the tax.

I also advise that I have received notice from Mr. Shauer that he has sold "Great Love" for Scandinavia for $7,500. and Argentina, Uraguay and Paraguay for $2,500. These seem to be very good prices for the respective territories in question and there no doubt will be a renewed interest in "Great Love" since the epidemic has run its course.

I enclose herewith an editorial taken from the New York Evening Post of Nov. 16th for your consideration.

Very truly yours,

Albert H. T. Banzhaf

AHTB/D
Encs.

(3)

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

November 18th 1918.

Mr. D. W. Griffith,
Hotel Alexandria,
Los Angeles, Calif.

Dear Mr. Griffith:

Relative to the division or payment of your royalties from "Hearts of the World" as they may accrue weekly and of the division of the fund still held up awaiting adjustment of the C.O.D. shipments I believe it would be advisable for you to let these funds remain undistributed until after the first of the year so that you will not be compelled to make a return on the same in this year's income tax statement. Next year the tax will undoubtedly be smaller and distribution can be made thereof in the early part of January.

It is advisable that you keep some of our personal correspondence safely so that the same does not become lost or get into the possession of others.

Sincerely,

Albert H. T. Banzhaf
(G.D.)

AHTB/D

FAMOUS PLAYERS - LASKY CORPORATION
Paramount Pictures - Artcraft Pictures
485 FIFTH AVENUE
NEW YORK CITY
MURRAY HILL 8500
CABLE ADDRESS FAMFILM

OFFICE OF ADOLPH ZUKOR
PRESIDENT

Hearts W. Prints

November 18th,
1918.

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City.

Dear Mr.Banzhaf:

I am in receipt of a wire from Mr.Griffith dated Nov.2nd but having been very much occupied with the Allied War Relief Drive, this has been my first opportunity to take the matter up. Following is Mr. Griffith's message:

"In matter of doing prints for your Company as I spoke of to you here and also on my trip to New York with Hearts of the World it was impossible to do work of the class we put out on the Hearts for less than eight cents a foot as there is on every print special triple prints and camera work and it is developed in entirely different manner from commercial work stop of course as you know our factory is an expense and not an asset stop Garbutt says he has hazy idea of this eight cents byt nothing definite in his remembrance as there is no record of this matter I wish you would try to recall our conversation it was in your office in New York that I remember distinctly of making the statement that eight cents was just and fair stop in the matter of Dorothy Gish work we have charged four and one quarter cents Garbutt protested Bidwell claims owing to footage tax this is reasonable price do not want to make any money on this but think it worth at least four and one quarter including taxes we dont make any money on this except keep our people busy regards. Griffith".

You will no doubt recall a discussion I had with you in which it was agreed that Mr.Griffith should charge the Corporation 6¢ per ft., thus leaving it a balance of 2¢ per ft. Out of this, 1¢ was to be returned to him, which would mean, practically, that he would be getting 7¢. I believe you stated that this arrangement would be satisfactory and that you would advise Mr.Griffith. The item really does not amount to enough to worry about but I was under the impression that the matter had been settled, that Mr.Griffith had been advised and had agreed to it.

I wish you would take this matter up with him and whatever you recommend or suggest will be satisfactory to us. I am not answering Mr.Griffith's wire because of our talk. It may be that you have overlooked to advise Mr.Griffith of our agreement.

Very truly yours,

Adolph Zukor

AZ:BG

HOLLYWOOD 2800

# D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

Hearts
State rights

Nov. 18, 1918.

Mr. A. H. T. Banzhaf,
Two Rector Street,
New York City.

Dear Mr. Banzhaf:

As per your recent telegram, I am enclosing herewith verified copy of the contract between Mr. Griffith and the All Star Feature Distributors, covering the sale of the motion picture rights to "Hearts Of The World" for the state of Minneasota, and others.

Yours very truly,

E. C. Bedwell

ECB:LW.

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

#149B

D.W. GRIFFITH'S
SUPREME TRIUMPH
HEARTS
OF THE
WORLD
A ROMANCE OF
THE GREAT
WAR

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

Nov. 18th, 1918.

Mr. A. H. T. Banzhaf,
2 Rector St.,
New York City.

Dear Mr. Banzhaf:-

I suggest, beginning with the date to be determined, that the "Hearts of the World" checks which I sent to Mr. Griffith heretofore, be paid to the D.W.G. Corporation and credited to the amount which this corporation has paid for account of "Hearts of the World", which is carried on the books of the corporation as "War Picture", thereby liquidating this indebtedness to the corporation, and at the same time, this amount will not be subject to taxation.

Very truly yours,

E/W

November 19, 1918

SYNOPSIS OF D. W. GRIFFITH'S

ARTCRAFT PICTURE

# "THE ROMANCE OF HAPPY VALLEY"

- - - - - - - - - - - - -

CAST

Jennie Timberlake.....Lillian Gish
John L. Logan, Jr.....Robert Harron
John L. Logan, Sr.....George Fawcett
Mrs. Logan.....Kate Bruce
William Timberlake.....George Nicholls
Judas.....Bertram Grasby
The Negro Servant.....Porter Strong
Vinegar Watkins.....Adolphe Lestina
Auntie Smiles.....Lydia Yeamans Titus
The Minister.....Andrew Arbuckle

SYNOPSIS

In a sleepy little Kentucky town, entirely mythical but whose counterpart we all know -- in the County of Make-Believe, on the Pike that Never Was -- a town which conveys a deeply religious atmosphere, still clinging to the doctrine of complete sanctification-- this simple romance is laid. Here the dour, pessimistic Vinegar Watkins continually wages an unseen battle with joy and hope typified in Old Lady Smiles, holding her post year in and year out at the old toll gate on the pike.

Down this same Pike let us travel to an inn in the back country, popular in the summer with Louisvillians, and occasionally a New Yorker finds its quiet seclusion attractive.

John L. Logan, Jr., a lanky, gawky, country boy of maybe nineteen, dressed in overalls and wide-brimmed straw hat, comes home from the fields every evening and listens with bated breath to the extravagant tales of that magical city -- New York -- as told by some traveling salesman, with the assistance of a Sunday Supplement. This particular salesman is somewhat of a dandy, very sleek and well groomed and, to the lad's ignorant ears the story of success he tells is truly marvelous. The city man's statement -- "I was a poor country boy like you. Now I make twenty-five dollars -- nearly every week." -- gives added tone to the boy's dreams. But the ambitious dreams of a country boy are not uncommon and John Logan's may not have been unlike those dreamed by Abraham Lincoln in a not far distant cabin.

The owner of the Inn, John L. Logan, Sr., is a hard-fisted, shrewd, narrow man, whose hopes all center in his boy. His wife, a gentle soul, goes quietly singing about her work -- usually a favorite hymn - "Shall we gather at the river?".

Together these two sit under the great shade trees and while he smokes his pipe and she prepares the corn for the evening meal, they discuss their plans for the boy. He looks proudly from his well-kept acres to the plentifully stocked barns.

"Well, Ma, the place is nearly paid for -- John will get the best farm 'round." The mother merely says "Yes, Father", but in her face is a look of pride and content.

Fresh from his dreams, young John comes to his father and mother and tells them with very little ceremony that he wants to go to New York and make money. The father jumps up in quick rage and orders the boy back to his work -- "and to forget such nonsense". Sheepishly, John turns with his hoe and goes back to the corn patch-- but in his heart is determination. The father heatedly exclaims to Mrs. Logan, who has shown only surprise at the boy's outburst -- "That's gratitude for you! Just when he gets of some use to us, he wants to gallivant away."

The farm adjoining does not show results of the same care that have made the Logan place the best place around. Here ~~kifs~~ lives Jennie Timberlake, a quaint, motherless, pretty little girl, who has been trying since the Third Reader to show John Logan how important her affection is to him. On this same afternoon she is busily engaged in a struggle between duty to her father, who wants her clothes patterned after Mother's and the terrible fear that unless she follows a more up-to-date model, Kentucky will lose John.

She is examingin pattern books and comparing styles and with it all is so excited that she forgets a lot of important things and we can plainly see why she is sometimes known as "Forgetful Jennie". She finally chooses a most attractive pattern, sent with the monthly Farmers' Almanac, and brings it somewhat hesitatingly to her father. He is big and slow and can find no beauty in the new style and all her cute pleadings go for nothing. A curt - "What was good enough for your maw, is good enough for anybody" -- settles the matter of the up-to-date dress.

Nothing troubles her shiftless, lazy father for very long and when a little while later he takes his afternoon nap, she is at her regular occupation of keeping the flies away from him. Later they go together to work in the garden. But the work is far too strenuous for father and he finds it necessary to take another nap under the trees. Jennie works on until her hoe breaks. John is working in the adjoining field and she knows it; so of course she must take the hoe to him for fixing. The matter of mending the hoe takes very little time and then he blurts out his ambitions. She is horror-stricken at such radical ideas but gives him due of admiration when he tells her that "New York's the place for a <u>man</u>."

"It's a grand place, of course --" she tells him --"But they say the weather's TURRIBLE! There are no farms, no corn, no flowers, -- and they come away as soon as they get there."

But her arguments carry very little weight against the lure of the city. Father awakens and with very few words tells her she is not yet through hoeing the corn patch and she goes back to work.

Saturday night comes around and Jennie makes more strenuous efforts in the battle against the allurement of New York. She carefully cleans her hat with brush and soap and trims it with a fresh sprig of flowers and ribbon and adds the finishing touches to the wonderful new pink gown.

Sunday evening she is decked in all her finery long before the church hour and with a last self-satisfied look in the mirror decides that if this rig doesn't keep him home nothing will.

John and his mother leave alone for services while John Logan, Sr. remains at home to nurse an aching back. Jennie and her father come first to the Locust Grove Sanctificationist Church and take their places.

The Locust Grove Church -- how many of them there are throughout the land. A little narrow perhaps -- but if we smile at these quaint people, let it be through tears of sympathy for from similar strongholds of Faith have come the very highest ideals. Sometimes they do backslide but remember, the DREAM is always UPWARD.

Soon John and his mother arrive and while she leaves him to enter alone she goes to the minister, standing hospitably at the door to welcome his flock, and asks for a special effort to bring her boy back to the fold -- to save him from the terrible temptation.

During the sermon Jennie has a very hard time keeping awake. She finds a nibble of candy now and then helps some but has a dreadful fear of being caught in the act of putting it in her mouth. When the minister has finished his usual exhortation he causes a stir in his congregation by telling them that "There is a poor soul here struggling against temptation -- lured away from Love and Duty by Sodom and Gomorrah --the Great City of New York!"

This statement causes a sensation and each member looks at his neighbor to see who may be the tempted one. John is no exception to this and looks around mildly interested in who this might be. The minister goes on with his pleading -- "We want the soul of that boy -- while we sing Hymn 206, we want that struggling soul to come to this front bench and place himself in God's keeping."

Slowly it dawn't on John's mind that it is his case the minister refers to. In terrible distress he is torn between a desire to atone and dislike of this publicity. Jennie watches him and prays earnestly for his salvation. Finally John stands and slowly and sheepishly approaches the Mourners' Bench, while the choir sings "Jesus, Lover of My Soul, let me to thy bosom fly."

His mother comes with him and with the minister's arm around him on one side and his mother pleading on the other, he acknowledges the evil of his ways and promises to walk the straight and narrow path forever more and to banish all thoughts of the wicked city. In her pew little Jennie with tears in her eyes fervently prays that God save him from the Devil -- and New York.

The minister congratulates John and the entire congregation join in singing "Rock of Ages."

After services one by one each member approaches and gives to the new brother the right hand of fellowship.

At last it is all over and John and Jennie find themselves lagging behind the others on the moonlit road home. They come to a shallow stream and as he helps her over she whispers shyly -- "You'll never backslide none, will you?"

With a tender gentleness he kisses one cheek and then another and answers -- "I promise you by this I never will."

Arrived at her own gate he leaves her and happier than she has been for weeks, she skips up the walk. Mrs. Logan and John come to where the old man sits in the garden and the mother tells him -- "Pa, he's joined the church and is going to stay home and be a good boy."

The old man is inclined to be playful in his delight over this news and takes the big boy in his lap as if he were a child. He playfully spanks the lad and they go arm in arm into the house.

Everyone is glad over John's conversion excepting perhaps sour, disgruntled, old Vinegar Watkins, who continually must look on the dark side of things. To John's father he expresses the opinion that he'll be backsliding soon.

Perhaps this taunt makes the father unduly harsh. At any rate he gives John a good round scolding for nothing more serious than a game of ball during working hours and sends him back to his plowing. Somehow everything goes wrong on this day and the plow hits a buried stump. John is thrown violently against the handle and the language he uses greatly shocks Jennie who has been coming along behind the fence toward him. She cries out to him "You're backsliding as fast as you can!" But this has no effect on the angry John. He tells her that he is tired of all this -- that he is going to New York to make money.

Jennie's father has a bad attack of neuralgia and she is a most faithful nurse. Before going to bed she ties a long cord to his wrist and the other end to her own and gives him instructions to jerk the cord and wake her up if it hurts any more. Then she goes to bed herself after carefully doing her hair up in curl papers and saying her prayers. Tonight, besides her usual "Now I lay me down to sleep" she adds a special petition -- "Oh -- Oh -- don't ever let him backslide!"

One more look under the bed to be sure of no intruders and she settles herself for the night.

In his darkened room John Logan packs his few belongings in an old bag and tiptoes down stairs. A pair of quarrelsome cats on the back fence annoy his father and when he turns back to his bedroom after putting a stop to their squabbles he meets his son face to face. Sunday clothes and packed bag and overcoat on his arm tell their own story. The old man flies into a rage and tells him that he couldn't make a living in New York -- that he would starve to death. But John has made up his mind and doggedly he replies --

"Well, you won't hear from me till I do -- not a word! And when I come back, I'll buy your old place!"

With this as a parting shot he leaves. His mother has heard the hot words and climbs out through a window onto the porch and when John comes down the walk she steps out from under a great tree to kiss him good-bye. Her gentleness almost makes him change his mind, but when he turns and sees his father standing, club in hand, on the porch he turns his head away from home. His mother kisses him and gives him her blessing and he goes on into the night.

He comes to say good-bye to Jennie. He walks nervously up and down outside her window before summoning courage to knock on the pane. Jennie hears and is frightened. She jerks the cord tied to her father's wrist and tells him there are burglars outside the house. Paw gets down the old fashioned shotgun and when John finally gets up nerve enough to knock on the window he is met with the muzzle of a gun thrust into his face.

He explains that it is only Johnny -- on his way to New York. Jennie is genuinely alarmed. She hastily takes down her curl papers and slips on a calico dress over her night gown and slips out into the orchard to plead with the boy. At first she tells him if he is going to be so smart and run away, she will get married while he is gone. She couln't think just whom she would marry. But in the end she tells John Logan Jr., she will wait for him, and he promises to be back in a year.

The next night Jennie carefully writes 365 days on a slate and directly beneath 364, crossing out one day.

At the Logan's the mother finds comfort in her faith and reads aloud to her husband and Vinegar Watkins from her bible.

"...and the greatest of these is Charity!" she finishes. The old man is almost softened by this text when Vinegar Watkins breaks in with a sarcastic laugh and the comment that Charity and Love are all rot -- money's the only thing that really counts in this world. Chuckling derisevly he goes on his way.

Jennie finds the old familiar places lonely without John and comes sadly to the toll-gate. There Old Lady Smiles, always on the job, tells her to cheer up -- that God smiles from the flowers and corn and all growning things and that she just must smile back. The homely philosophy brings a sad little smile to the girl but she is thinking always of the runaway John.

In the city it would of course be expected that John would be engaged in some magnificent occupation -- but the facts of the case are that he is working for a toy manufacturing concern and his chief ambition is to invent a toy frog that will swim. We see him in his dingy little room with every mechanical magazine he can lay his hands on strewn about while he spends hours in a vain effort to make his frog swim. He is fast becoming utterly discouraged. Long ago he decided to write no more letters home -- pride may have been the reason -- or perhaps the millions who have left home can answer.

A train from the city arriving in the little home town leaves a newcomer -- ragged and furtive. This descendant of Judas Iscariot finds shelter in a deserted cave close to town. He immediately prepares to improve his appearance by a change of clothes and a shave.

Jennie keeps good track of the days until John's return and every night carefully marks off another day until a year is passed. On the day of his promised return she dresses herself in her very best and sits all day anxiously watching the clock and the roadway. Twilight comes and the night stage is her last hope. She hears the horses approaching and eagerly watches from her window the spot where the stage can first be seen as it rounds the ~~fx~~ curve in the road. First the horses, then the driver, appear, and then the back seats of the old carry-all -- empty!

With a terrible disappointment and a heart as heavy as lead, she rubs out her slate and once again writes 365 days.

The crows have been disturbing old Mr. Logan's corn patch and he uses some of John's old clothes to make a scarecrow. Jennie comes down the road with her basket of groceries and sees the precious coat hanging there in the rain and sun. She goes home for one of her father's old coats, takes John's coat off the scarecrow, and rigs up crossed sticks of her own under the big trees and affectionately lays her face against the old coat trying to make real the presence of the errant John.

Six months of the new year slip away and the sleepy little town has changed not at all. There is a new resident -- the transformed Judas -- not a typical city dandy. He begins to find his life dull although quite safe and thinks perhaps Jennie Timberlake would furnish some amusement.

His politeness at the toll-gate first attracts her attention and she cannot refuse him the privilege of walking home with her. They loiter by the brook because his tales of New York demand attention from Jennie and when he asks her to meet him again that evening her desire to hear more of the dreadful place that has swallowed up John, leads her to promise to come back.

On her way home she stops for a chat with her scarecrow. "You see," she tells it, "You stayed away so long, I'm going out with another man."

Before evening, however, she changes her mind and she rushes out to the scarecrow with a ring and excitedly whispers - "Marry me quick! I'm backsliding!"--and goes through the marriage ceremony there alone with her idol. She comes late to her tryst with the Judas and explains that she cannot see him again -- she is a married woman. He cannot understand her meaning but she is apparently so sincere that he is forced to let her back home.

John has not lived through all these months in the city without temptation. He works night after night on the mechanical contraption that is to make his fortune but has no success. One summer's evening a couple of the girls from the same boarding house and a boy friend come in to see him and invite him to go stepping. He assents eagerly and a vision of the happy crowds on the dance floor comes to him -- but he changes his mind and tells them he cannot -- he must wait until the frog swims before he can have any more good times. The three laugh at him for a slow old poke and go on to their pleasure. John goes back on his knees over his miniature pond and tries once again to make the frog swim -- but it will not.

And so eight years pass from the time of John's going away. At home affairs have not progressed smoothly. Adversity has come upon John Logan, Sr., and the caustic comments of Vinegar Watkins have not helped him to bear his burden bravely. They sit outside of the inn in the evening and Watkins jeers and laughs until old Mr. Logan is nearly wild and goes inside to where his wife is placidly engaged in her usual tasks. She fondles a toy horse of her baby's and hides it under her sewing when she hears her husband coming. He tells her that there is danger of losing their home -- that a mortgage is due and he does not know where he can raise another cent. She refuses to be worried and only tells him the Lord will provide!

However, things go on from bad to worse and their last week on the old place is upon them. In the boy's room his mother carefully packs up all the homely little souveniers of her boy's babyhood and childhood that she has saved. It is truly pitiful to see the two broken old people choosing the few belongings they are allowed to take.

Their old negro servant, with them since John's departure, comes into the hall to the old man and tells him he quits if he does not receive the wages due him. This is the last straw that makes the old man desperate. He determines on a final effort to raise the money in a neighboring town.

Jennie has kept faithful track of the days all these years. She has grown to womanhood and her kind heart and gentle ways have made her a comfort in many a sick room. Old Lady Smiles is very ill but has lost none of her cheer and she loves to have Jennie sit beside her and play old-fashioned tunes on her accordian. But Jennie is not happy. She comes home to her little room and takes out her dusty slate. She writes "7th year, 187 days" and then she crosses out the numbers and writes beneath the honest conclusion "Old Maid" and determines to stop figuring.

The old colored servant of the Logans having failed in all his attempts to get money from the old man finally comes to Mrs. Logan with a request for his wages but she can only tell him that "The Lord will provide."

In the considerably more dingy room, John still struggles with his frog. And then, one night, he wound up the spring and put the frog in the toy lake and -- it swam!

The evening train arrives at the little station. Among the newcomers it brings to town are a young couple, evidently just married, and a couple of well dressed young men.

John Logan, Sr., comes to his friend in a neighboring town amd dallys around trying to summon the courage to ask for the loan. A game of pool interests him for a while but finally he gets the courage to ask his friend for the money he wants. The answer is not wholly unexpected --

"Sorry, but I can't do a thing for you."

In the dining room the newly married couple are enjoying a most substantial meal and through the cashier's window a little pickanniny stares with round, shinging eyes at the display of good things.

At another table one of the young men who arrived with the honeymooners has just finished his dinner and drawing out a big wad of bills asks change for a hundred dollar bill. The little darkey sees this wealth and his eyes almost pop out of his head. It is evident that the young man is not quite accustomes to his wealth and shows a pardonable inclination to "show off".

From the door outside old man Logan has watched all these proceedings and when the stranger flashes his roll and the darkey waiter exclaims "I suttinly bows low to that exposition!" the thought comes to him that just a little of that money is all that the old man needs to put him on his feet again. After liberal tips all around the stranger goes out of the dining room onto the porch and walks briskly off down the Pike. At a distance Old Man Logan follows him.

The Judas of the story appears again in company with two other well-dressed crooks. With the aid of an acetylene torch they burn through the iron bars of the town's bank and while two watch, Judas enters and secures the bank's store of gold. They have all but gotten safely away when they are discovered and the cry of "Burglars!" is raised in the quiet street. The trio make their escape.

The stranger comes to the inn of the Logans. He finds it shabby and overgrown with untrained vines. Coming up onto the ramshackle porch his knock is answered by the old negro servant who tells him all the folks are out, they will be back in the morning. He tells the servant he wishes a room and is shown upstairs as something of a curiosity. The negro's reward is a royal tip. He decides that he need wait no longer for his wages - the tip will do - and tying his few belongings in a bandana handkerchief he leaves the Logan's for good.

The stranger takes off his coat and putting his money and other valuables under the pillow, throws himself on the bed for a nap.

Old Mr. Logan sees the stranger enter his inn and secure a room. Then the evil thought in the back of the old man's head begins to take active form. Creeping stealthily up the stairs he comes to the outside of the room and listens in the hallway. Not hearing any sound he softly opens the door and enters. In the dark he finds his way to the head of the bed and has his hand on the coveted money when the man on the bed suddenly comes to life. There is a scuffle in the dark that lasts for some moments and then the old man stands up horrified -- the man on the bed has fallen back, dead. In a panic the old man gathers up the body, and first being sure there is no one around, carries it down the stairs, out into the orchard and lays it in the tall grass under the trees.

While he is out Mrs. Logan returns and sees there has been someone in the house. With a faint hope that has never left her in all the long years she goes up to John's old room, lighting her way with an oil lamp. She finds the bed rumpled and a man's coat hanging on the headboard. Under the pillow she finds a watch that she opens with trembling hands and inside she sees her own picture and the inscription "To my boy" -- the same watch she had given her son years before on the day he had received grace in the little country church.

With a wild joy in her heart she hurries downstairs and meets her husband as he comes in from the orchard. As she had been quiet in trouble she is quiet now in her joy and says simply "Pa, John's come home!"

She tells him of the watch and tells him of the room upstairs. She innocently imagines the old man's quick exclamation and his staggering actions are a result of joy and leads him up to the room to give him proof. At the door upstairs he stumbles and can scarcely stand. With hands wildly ~~xxxxxxxxx~~ clutching his white hair he whispers hoarsely;

"My own son -- and I -- I came up here to --"

and can go no farther.

Mrs. Logan opens the door and gently leads him in while in such agony of soul as no one can describe he follows her.

When Mr. and Mrs. Logan enter the room a tall, well dressed, good looking man turns from the window and steps toward them. Mrs. Logan gives just one cry "My Boy!" and with incredulous joy comes to him -- in a moment he is in her arms again -- her lost baby!

Mr. Logan stands stupidly staring - in a horrible nightmare he finally summons strength to ask "Didn't you come up here? Weren't you in this room?"

The young man laughs lightly and answers that he was, but had gone to the window and had seen a man running across the ~~xxxxx~~ field, apparently wounded and two others in pursuit. The chase had interested him and he had rushed downstairs and out to see what it was all about. He met the pursuers who were the sheriff and his constable but they couldn't find a trace of the fugitive - the man who had robbed the town's bank and had been shot when trying to escape. So John had returned to the room and was still puzzling over the mystery of the missing fugitive when his father and mother entered.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Now the father sees the explanation of the man on the bed, the man that for a few mad moments he thought had been his own son. He understood now why the short tussle on the bed should have killed the man -- he was the fugitive and so badly wounded that his struggle with the old Mr. Logan was a death grapple.

Together mother, father and son go downstairs and at the foot of the steps meet the sheriff who explains that they had found their man all right but could not understand how he got that far, the way he was wounded.

John leaves his father and mother and goes off over a path that was once familiar and well worn but is now very much tangled.

In her favorite seat by the window Jennie sorrowfully contemplates her slate, marked "Old Maid". Outside she hears rapid footsteps and looks up startled. There, framed in the open window stands one she would know always, but how changed! She hastily wipes off the slate and then with very few explanations she at last receives the reward of her unswerving faith with John's arms close about her.

Once again it is Sunday in the little Sanctificationist Church. But what a different Sunday! Today the Mourners' bench has a new occupant -- Mr. John Logan, sr., who confesses his terrible sin and receives forgiveness and comfort.

On the way home they all come by Old Lady Smiles at her toll-gate and at last -- Smiles win.

By the brook where years before he had promised her that he would never backslide they stop again and once more she asks if he will ever backslide again. His answer is different today;

"Oh, yes, often and often -- and when I do, you'll have to backslide with me."

Content with this she slips into his arms and peace and happiness at last.

THE END

11/19/18

G R I F F I T H ' S

SHORT STORY SERIES

Under Personal Direction of

D. W. G R I F F I T H 12

2 A ROMANCE OF HAPPY VALLEY.

Copyright 1918 by David W. Griffith. 12

3 CAST OF CHARACTERS
In the order in which they appear

Old Lady Smiles...Lydia Yeamans Titus
John L. Logan, Jr.....Robert Harron
Mrs. Logan.....Kate Bruce
John L. Logan, Sr.....George Fawcett
Jennie Timberlake.....Lillian Gish
Her father.....George Nicholls
Vinegar Watkins.....Adolph Lestina
Judas.....Bertram Grassby
The negro farmhand.....Porter Strong 44

4 Story by Captain Victor Marier
Photography by G. W. Bitzer 8

5 What better place for a romance
Than Old Kentucky --
In the County of MAKE-BELIEVE
On the Pike THAT NEVER-WAS? 16

6 A bit of dream life, atmosphered by a religion, still clinging to the doctrine of complete sanctification; where Vinegar Watkins and Old Lady Smiles wage an unseen battle. 21

7 Must all our stories point a moral?
Here we shall find one readily --

"HARM NOT THE STRANGER WITHIN YOUR GATES,
LEST YOU YOURSELF BE HURT." 20

| | | |
|---|---|---|
| 8 | Now shall we travel down the Pike, past Old Lady Smiles at the toll-gate.... | 12 |
| 9 | ....to an inn in the Back Country, popular in the summer with Louisvillians, occasionally harboring a New Yorker. | 13 |
| 10 | John L. Logan, Jr., the country boy. | 4 |
| 11 | The New York Sunday Supplement. | 5 |
| 12 | "I was a poor country boy like you. Now I make twenty-five dollars -- nearly every week." | 12 |
| 13 | A country boy's ambitious dreams. They may be not unlike those dreamed by Abraham Lincoln in a not far distant cabin. | 18 |
| 14 | John L. Logan, Sr., and his wife. | 5 |
| 15 | The mother often sings about her work... generally a favorite hymn "Shall we gather at the River?" | 14 |
| 16 | "Well, Maw, the place is nearly paid for-- John will get the best farm 'round." | 12 |
| 17 | "I -- I -- I want to go to New York and make money...." | 9 |
| 18 | "Go back to your work -- and don't talk any more of that nonsense." | 10 |

| | | |
|---|---|---|
| 19 | "That's gratitude! Just when he gets of some use to us, he wants to gallivant away." | 11 |
| 20 | The farm adjoining where lives Jennie Timberlake, who has been trying since the Third Reader to show John how important her affection is to him.<br><br>Jennie Timberlake.....LILLIAN GISH | 23 |
| 21 | Jennie struggling between duty to her father, who wants her clothes patterned after Mother's, and the terrible fear that unless she follows a more up-to-date model, Kentucky will lose John. | 25 |
| 22 | She is sometimes known as "Forgetful Jennie." | 6 |
| 23 | "Daddy, here's a grand new style sent with the Farmer's Almanac." | 9 |
| 24 | "What was good enough for your maw, is good enough for anybody." | 10 |
| 25 | There should be corn rustling by the fence rows and the smell of locust bloom in the mid-day air. | 14 |
| 26 | He works in an adjoining field. | 4 |
| 27 | "New York's the place for a <u>man</u>." | 5 |
| 28 | "It's a <u>grand place</u>, of course -- they say the weather's TURRIBLE!" | 9 |

| | | |
|---|---|---|
| 29 | " -- no farms, no corn --" | 3 |
| 30 | " -- no flowers --" | 3 |
| 31 | " --- they come away as soon as they get there." | 7 |
| 32 | Saturday night -- more strenuous efforts in the battle against New York. | 10 |
| 33 | Sunday evening. | 3 |
| 34 | It cannot but be a beautiful dress, for there is much love put in the making and pure and tender dreams in every little fold. | 17 |
| 35 | If this doesn't keep him home -- nothing will. | 7 |
| 36 | The Locust Grove Church, strong for the old faith. | 7 |
| 37 | Strange are the customs often seen in that great drama where the struggling soul seeks blindly after better things. | 16 |
| 38 | The mother asks for a special effort to bring her boy to the fold -- to save him from the terrible temptation. | 15 |
| 39 | Nearing the end of the sermon. | 4 |

# 4 here

| | | |
|---|---|---|
| 40 | "There is a poor soul here struggling against temptation -- lured away from Love and Duty by Sodom and Gomorrah -- the Great City." | 18 |
| 41 | "We want the soul of that boy." | 5 |
| 42 | "While we sing Hymn 206, we want that struggling soul to come to this front bench and place himself in God's keeping." | 18 |
| 43 | "Lover of my soul, let me to Thy bosom fly!" | 7 |
| 44 | "Save him from the Devil -- and New York." | 7 |
| 45 | "To our new brother, we give the right hand of fellowship." | 8 |
| 46 | Going home. | 3 |
| 47 | "You'll never backslide none, will you?" | 5 |
| 48 | "I promise you by this I never will." | 4 |
| 49 | "Pa, he's joined the Church -- going to stay at home and be a good boy." | 11 |
| 50 | Vinegar Watkins opines: "He'll be backsliding soon." | 6 |
| 51 | Perhaps the taunt makes the father unduly harsh. | 7 |

52 THE LAST STRAW.
Following the way of the world, he backslides. 7

53 "I'm tired of this -- I'm going to New York to make money!" 9

54 "If it hurts any more, jerk this and wake me up." 8

55 "Now I lay me down to sleep --"
"Oh -- oh -- don't ever let him backslide." 10

56 "You couldn't make a living out there -- you'd starve to death." 9

57 "Well, you won't hear from me till I do -- not a word! And when I come back, I'll buy your old place!" 17

58 "May the grace of God go with you!" 5

59 "Burglars!" 3

60 "It's Johnny -- I'm going to New York." 6

61 "You're so smart and going away -- I'll be MARRIED when you come back." 10

62 "I promise -- only one year!" 4

63 "No, I won't! I'll wait for you." m5

| | | |
|---|---|---|
| 64 | The next night. | 3 |
| 65 | The battle of frowns and smiles. | 4 |
| 66 | "....and the greatest of these is Charity!" | 5 |
| 67 #2 | "Charity -- love -- rot! Money's the only thing." | 6 |
| 68 | "Don't frown, child. God smiles from the flowers and the corn and everywhere. You just got to smile back." | 14 |
| 69 | In the city, we would like to find John in some magnificent occupation, but facts cannot be altered. His chief ambition is to invent a toy frog that will swim. | 23 |
| 70 | He writes no more letters home -- pride or -- let the millions who have left home answer. | 13 |
| 71 | A descendant of Judas Iscariot visits the neighborhood. | 6 |
| 72 | Jennie, like an old, faithful, stupid, keeps good account of the days to the end of the year, when he said he would return. | 17 |
| 73 | This is the very day of his return. | 6 |
| 74 | Twilight -- the stage the last hope. | 5 |
| 75 | The second year -- 365 more days. | 5 |

| | | |
|---|---|---|
| 76 | The boy's coat a scarecrow. | 4 |
| 77 | A fair exchange. | 3 |
| 78 | Six months later -- the transformed Judas would again betray. | 8 |
| 79 | Tales of New York receive attention -- | 5 |
| 80 | --and a promise to meet again. | 4 |
| 81 | "You see, you stayed away so long I'm going out with another man." | 8 |
| 82 | "Marry me quick! I'm backsliding!"- | 4 |
| 83 | The boy also has temptations. | 3 |
| 84 | "Come on -- we're going stepping." | 4 |
| 85 | "No -- I can't go -- I must wait until I make this frog swim." | 9 |
| 86 | "I can't see you again -- I am a married woman." | 7 |
| 87 | The eighth year. | 3 |
| 88 | Adversity companioned by the Spirit of Evil. | 5 |

| | | |
|---|---|---|
| 89 | The father brings news of the danger of losing their home. | 7 |
| 90 | "The Lord will provide!" | 3 |
| 91 | THE LAST WEEK.<br>Choosing the few belongings they are allowed to take. | 9 |
| 92 | "My wages -- or I quits." | 4 |
| 93 | The father makes a desperate effort to borrow the money. | 7 |
| 94 | Down Memory's misty lane<br>Where love once walked. | 8 |
| 95 | "Lady, I want my wages." | 3 |
| 96 | "The Lord will provide." | 3 |
| 97 | "I haven't been here for years, they'll be surprised to see I'm married." | 9 |
| 98 | He tries to borrow money from a one time friend in a neighboring town. | 10 |
| 99 | "What sort of new-fangled game is this?" | 7 |
| 100 | Courage at last to ask for the loan. | 5 |
| 101 | "Sorry, but I can't do a thing for you." | 5 |

| | | |
|---|---|---|
| 102 | "Change for a hundred dollar bill." | 5 |
| 103 | Showing off. | 3 |
| 104 | "I suttinly bows low to that exposition!"- | 6 |
| 105 | "Just a little of that money is all we need!" | 7 |
| 106 | Judas returns to the neighborhood. | 4 |
| 107 | "All de folks am out. 'Spects they'll be back in the morning." | 8 |
| 108 | The temptation. | 3 |
| 109 | "Pa, John's come home!" | 3 |
| 110 | "My own son -- and I -- I came up here to --" | 8 |
| 111 | "Didn't you come up here? Weren't you in this room?" | 7 |
| 112 | "Yes, but I got up and went to the window and saw..." | 8 |
| 113 | "Made a long search ~~I...but~~ couldn't find a trace of him...." | 5 |
| 114 | "We found our man all right -- don't know how he managed to get this far, the way he was hurt." | 15 |

| | | |
|---|---|---|
| 115 | "I only struggled to get away -- he fell back -- I -- I didn't understand..." | 9 |
| 116 | Sunday | 2 |
| 117 | Smiles. | 2 |
| 118 | Smiles win. | 3 |
| 119 | "You'll never backslide again, will you?" | 4 |
| 120 | "Oh, yes, often and often -- and when I do, you'll have to backslide with me." | 10 |
| 121 | THE END | 12 |

#6 here

November 20, 1918

Mr. Fulton Brylawski,
Jennifer Bldg.,
Washington, D. C.

Dear Mr. Brylawski:

On September 18th we mailed you a typewritten synopsis of Mr. Griffith's forthcoming photoplay production entitled "The Cradle of Souls" which we asked you to protect so far as copyright was concerned. This photoplay is now completed and is now being released under the title of "The Greatest Thing in Life" and the two copies of the picture which were forwarded to you on November 14th are the two positive copies telling the picture story of this same photoplay.

Will you kindly see that this is properly attended to.

Yours very truly,

D. W. GRIFFITH STUDIO

By _____
Manager

ECB-W

November 20th 1918.

Mr. Ernesto J. Mai,
Hotel McAlpin,
New York City.

Dear Mr. Mai:

I enclose herewith letter received from Mr. Donald Campbell regarding perppective purchaser for "Intolerance" for the territories of Panama and Columbia, for your information, in case you wish to re-sell these territories.

I have also had an inquiry from Mr. Henry Hirtler of #52 Broadway, Suite 1200 regarding the rights for "Intolerance" for Guatamala and some of the other Central American Republics. If you desire to communicate with him you can mention my name regarding the matter. Of course, any assignment of these territories must be had on our written consent in case you desire to sub-let.

With best regards, I remain

Very truly yours,

AHTB.D

November 20th 1918.

Gillespie Brothers,
#220 West 42nd Street,
New York City.

Gentlemen:

Enclosed herewith please find power of attorney signed by Mr. Griffith appointing the New York Film Exchange, Buenos Ayres, his attorney to register the copyright for "Hearts of the World" in Argentina, Uruguay and Paraguay, together with certificate of copyright registration under seal of the Register of Copyrights. I also enclose a statement for my costs and disbursements for procuring same, for which please send me a check at your earliest convenience.

Any further data you require regarding the same I will be glad to give you.

Very truly yours,

AHTB/CD
Encs.

November 20th 1918.

GILLESPIE BROTHERS

- TO-

ALBERT H. T. BANZHAF, DR.

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

To disbursements and services rendered
in procuring power of attorney and
certificate of Copyright
"Hearts of the World" - - - - - - - - - - $ 10.00

#149A

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

November 20th 1918.

Mr. David W. Griffith,
Hotel Alexandria,
Los Angeles, California.

Dear Mr. Griffith:

I enclose herewith a statement of the D.W.G. Corporation prepared by Mr. Epping, showing receipts and disbursements.

Regarding the Bitzer account, I have carried his interest in the royalties on the "Birth" as 10%, but I believe your agreement with him is only for 5%. I started this 10% deduction and carried it on the books in order to agree with statements which I submitted to Mrs. G., as under those statements for your royalty account I have deducted 10% as being the amount due Bitzer and have so carried it on the books of the D.W.G.

Epping's conclusion that Bitzer owes you $1900. is not correct since I have credited your account with having paid Bitzer $1800. on account of royalty as shown in your last year's income tax statement, copy of which Bidwell has and can verify. The extra $100. was paid Bitzer on account of disbursements and is not properly charged to his share of the royalty account. This is the only record I have of royalties paid to Bitzer or credited to his account and if you have made any personal advance to him this year on account thereof you should keep a record thereof, so that the same may be deducted from your income tax statements.

According to your figures for last year and the income tax statement as prepared and filed, your royalty from the Epoch amounted for the year 1917 to $68,920.07. If Bitzer is to receive 5%, he was entitled to receive $3,446.03 in 1917. You paid him through the D.W.G. Company in 1917 $1800. as above mentioned, leaving a balance due him of $1,643.03 for the year 1917. Last March, when we made up your income tax statement I could find no record of your having made any personal payments to Bitzer in 1917 on account of this percentage of royalty and therefore gave you credit for the amounts which the D.W.G. advanced to Bitzer in New York, viz; $1800. aforesaid, and gave you credit therefor in your income tax statement accordingly, and unless you have since paid him something from your personal account you still owe him for said year $1643.03 as aforesaid.

Neither have I any record of you having paid Bitzer anything on account of royalty for the "Birth" in the year 1918 and the D.W.G. has not made any such payment. I would suggest that regarding his 1918 share if you have not already made payments to him that you wait the close of the year or that you make provision to pay him his share before the close of the year in order that you may take credit for these payments in this year's income tax statement and thus take advantage of receiving the allowance in your income tax statement of this year when the rates will be higher than that of next year. In other words, if you hold off paying this account until next year you will only be allowed credit in your next year's statement when the taxes will not be so high and you will lose the advantage of the large deduction of charges possible in 1918 against the higher rate.

In this connection I would suggest that you sell your Spring Water Company bonds to Albert at a figure approximately that offered to you by Oglesby, but which he has never carried out, in order that you may deduct the loss on the sale of these bonds in the year 1918, the year of the high rate of taxation.

I wrote you the other day suggesting that further division of income from "Hearts of the World" be postponed until after the first of the year, but on second thought and after discussing the proposition with Epping we deemed it advisable that the usual division of earnings be made, but that instead of you receiving these divisions personally you turn the same over to the D.W.G. Corporation as a repayment of the sum advanced by it on account of "Hearts of the World" as shown on Statement#6 pages 1, 2 and 3 making a total sum of $51,644.26. This item was included in making up the costs of the "Hearts of the World" together with the amounts you disbursed in London and was included in the $75,000. which was allowed as your disbursements and subsequently paid to you by the Famous Players. This item can be treated as a personal loan to you or as an investment by the D. W. G. Corporation in the "Hearts of the World". If the former, you should repay this fund to the D.W.G. out of your next earnings, or if an investment those earnings can be treated as belonging to the D.W.G. and turned over by you to it as a return of investment. Payments so made to the D,W.G. will not represent income but a return of investment and will therefore not be taxable but the same will be returned to you at a subsequent day when taxes will not be so high.

I enclose herewith a copy of Epping's letter regarding this. This is also in keeping with a suggestion of Mr. Thornton, accountant of Price-Waterhouse Co., who has gone over the D.W.G. accounts for income tax purposes.

The projector investment as shown on the statement does not include the amounts advanced in accordance with our personal understanding which will be duly taken care of.

I will forward to you in a few days copies of all statements of moneys paid to Mrs.G. on account of your agreement with her so that you may be advised thereof. This year I have only advanced to her the minimum amount called for by the contract, viz; $800. monthly in order that deductions and adjustments may be made at the end of the year on account of the income tax rate. This tax situation will be a very difficult proposition this year on account of the fact that you are conducting your own business ventures personally instead of handling the affairs through a separate corporation. The reason for not forming a corporation of course was to avoid the double tax, one which a corporation would have to pay, and again the tax which you would have to pay on the profits which you would have received in turn from the corporation. It seems to me that it would be advisable for you at the close of the year to have Price-Waterhouse accountants in Los Angeles prepare a statement of accounts which should be forwarded at once and made to correspond with those of "Hearts of the World" and other ventures here. If your accounts are thus straightened out, the future affairs can be easily handled with the co-operation of Bidwell and Epping.

With best regards, I remain

Very sincerely yours,

Albert H Banzhaf

AHTB/GD
Encs.

$ 16.50 **THE PLAYERS** № 46750

New York, Nov-20/18

Received of David W. Griffith

DOLLARS

For Dues $ 16.50 to May 1/19

For House Charges $

For Initiation Fee $

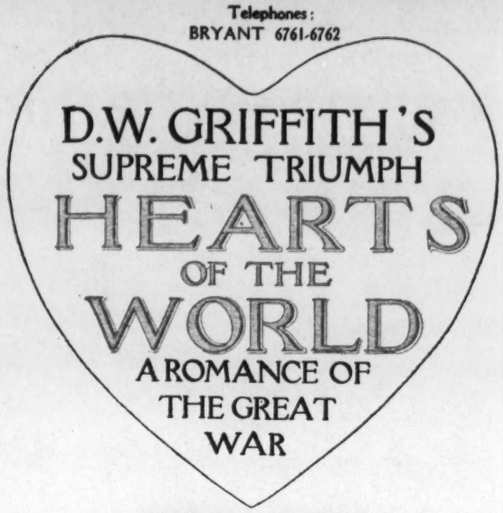
NICHOLAS BIDDLE, TREASURER

By Clerk

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative




GENERAL OFFICES
720 LONGACRE BUILDING,
NEW YORK.

November 20th 1918.

D.W.Griffith Esq.
LOS ANGELES.

Dear Mr. Griffith,

Your letter of November 9th came to hand yesterday. It seems to have been on the road ten days.

Relative to your query of my opinion as to whether the money lies in pictures with the theatre or on the program. Following along the lines I have always had in mind, I will answer this by saying it lies in the combination of the two, especially in your case.

I noticed your ad in Wids "Griffith's Service" and you, I am sure, hardly realise just what that will mean if you should work along the following lines.-

You can promise to make at least six program pictures a year and at the same time make one big special a year. Your organisation for your program pictures will naturally cut down, to a great extent, the overhead on your Special. Griffith Service can sell to the Exhibitor just as easy and secure a higher price for each picture - or at least just as high - as either the Artcraft or the First National because, as I have said before, you are selling a No. 1 article. These other people are selling a No.1 article and this article is compelled to carry a lot of excess. In the second place you speak of a gamble.- I think the gamble is very slight indeed. After your six reel program is completed, you can, if circumstances warrant, sell it at that time to the Artcraft or the First National for more money that they would agree to guarantee you on a contract before it was made. Now is certainly the psychological moment to show your cards. I feel sure that Zukor is comfident that you intend to stick with him. He has lost one big artist and it looks to me that Griffith Service beyond and without a doubt has a wonderful future before it. Of course you must realise that it will take at least six months to get the organisation ready to handle the program pictures.

You of course know the reason that Artcraft

are not getting more money for your pictures.- They contracted with the Exhibitor months - or probably a year ago- and received certain deposits - in other words- used the Exhibitors'money which they supplied you with to make the pictures. I am, however, confident, that had they been free to deal with the Exhibitor in an open market, the price secured in practically every case, would have been much larger.

I have tried to at least give you my views. I hope I have made them clear to you and I sincerely trust that you will at least formulate some plan, whereby you can be independent of the other moving picture people, who in my mind are, and have been, your subordinates.

With kind regards

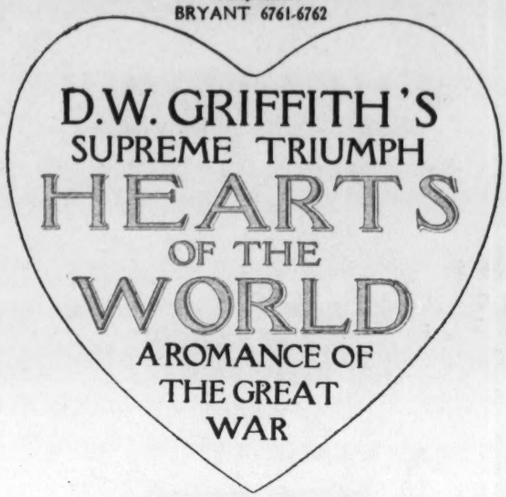
Very sincerely yours,

Albert W. Grey

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative




GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

November 20th 1918.

D.W.Griffith Esq.,
LOS ANGELES.

Dear Mr. Griffith,

I sent you on the 18th instant a detailed statement as to the expenses the companies were under at the present and an outline of our future plans. I however,made a slight error, as we intend to carry only seven musicians and a leader - eight in all for the leader will play the piano.

Of course by Decr 25th, if conditions change, our plans will naturally change with them. It may be that by that time we will deem it wise to cut the musicians down to three or four. However, it is very difficult to cheapen the organisations to any extent at present, owing to the fact that the territory we are operating in is very small and we will be playing so many return engagements in the better towns, generally getting the same prices with the exception of course -in practically all cases the house will be scaled a little bit lower but will range from 25¢ to $1½. We are compelled to use in our ads" the same show exactly as presented before" and we must live up to our advertising at all times for the future welfare of the organisation and Griffith's name. This as you well know, I feel is the sad feature in selling so many States of "Hearts of the World" and they will not uphold the proper dignity. A very sad part in the State Right contracts of "Hearts of the World" is the State Right people are forced to charge from 25¢ to $1½ but there is no stipulation in them holding them to any specific number of one and a half dollar seats consequently Lesser and all the rest of them -especially in St.Louis - opened up from 25¢ to a dollar -boxed $1½. They averaged on the four weeks run about 100 seats sold at $1½. They played two weeks to practically absolute capacity. Still, they claim to be showmen. I am glad I'm a soap peddler.

With best wishes and kind regards,

Yours very sincerely,

Albert L. Grey

# FRANKFORD THEATRE

FRANKFORD AMUSEMENT COMPANY

C. STAMPER, GEN. MGR.
H. R. McKENNA, RESIDENT MGR.

**Frankford Avenue *and* Margaret Street**
PHILADELPHIA

November 20, 1918.

David W. Griffiths,
Famous Players, Lasky Corporation,
Hollywood,
Calif.,
Dear sir;

A friend of mine here who is a college man and an authority on historical and Biblical subjects, has discovered certain facts about Douai and Rheims and the spiritual meaning of the Great War which have tremendous dramatic possibilities and would be a startling innovation over all previous treatments of the War theme.

I want to arrange somehow for him to have an interview with you as you are perhaps the only one in the field with sufficiently far-reaching vision to grasp the possibilities in the theme he presents.

It appears that the cities which have been pivotal in the War, have a distinct place in history in connection with the translation of the Bible and that their release from the control of the Huns and Turks has been coincidental with victory.

It will be necessary, however, for you to talk with him to gain the true significance of the subject.

Please let me know at once if you are interested and if you are, I shall be pleased to put you in touch with him.

Very truly yours,
H. R. McKenna

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | X |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Hearst's World

November 21 1918

DAVID W GRIFFITH HOTEL ALEXANDRIA

LOS ANGELES CALIFORNIA

ZUKOR MUCH PERTURBED ABOUT RUMOR THAT HE CLAIMS NATIONAL EXHIBITORS ARE CIRCULATING THAT MARY IS TO DO HER PICTURES AT YOUR STUDIO AND THAT YOU WILL AID HER IN SUPERVISING SAME SHALL I MAKE ANY COMMENTS TO HIM REGARDING THIS

BANZHAF

#2 Rector Street N Y C

November 21st 1918.

Mr. Ernesto J. Mai,
Hotel McAlpin,
New York City.

Dear Mr. Mai:

If you will please call at the office of Mr. McCarthy within the next day or so he will take up with you the matter of having the Spanish titles printed for "Intolerance". Before having these titles printed I believe you should go over the Spanish version with the printer before the same are printed in order that there may be no dispute as to the proper translations.

Please attend to this matter at once.

Very truly yours,

AHTB/D

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

D.W. GRIFFITH'S
SUPREME TRIUMPH
HEARTS
OF THE
WORLD
A ROMANCE OF
THE GREAT
WAR

GENERAL OFFICES
720 LONGACRE BUILDING,
NEW YORK.

Nov. 21st, 1918.

Mr. D. W. Griffith,
Hotel Alexandria,
Los Angeles, Cal.

Dear Sir:-

Enclosed please find check for $5199.98 representing 50% of the profits accrued for the week ending November 16th, as below:

| | | |
|---|---|---|
| Co. A Loss | 3139.91 | |
| less wk. 11/9 | 1464.90 | 1675.01 |
| Co. C | | 589.29 |
| " E | | 446.60 |
| " F | | 1949.31 |
| " G | | 3473.36 |
| " H | | 1450.84 |
| " Special Phila. | | 815.55 |
| | | $10399.96 |
| | 50% --- | $ 5199.98 |

Very truly yours,

"HEARTS OF THE WORLD"

Auditor.

E/W

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

# TELEGRAM

DELIVERY NO.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

*This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram).* Form 16

25GSWN 179 NL

HY LOSANGELES CAL NOV 22 1918

1497

A H T BANZHAFT

TWO RECTOR ST NEWYORK

ABSOLUTELY NO TRUTH IN CLAIM THAT I AM TO SUPERVISE PICKFORD PICTURES THOUGH I HAVE BEEN APPROACHED TIME AND TIME AGAIN BY THESE AND OTHER PEOPLE INCIDENTALLY THIS WAS ONE OF THE PROPOSITIONS. I ABSOLUTELY REFUSE TO AS MUCH AS LOOK OVER SCENARIOS OR HAVE ANYTHING TO DO WITH IT IN ANY WAY AS LONG AS I WAS DOING PICTURES FOR ARTCRAFT AS YOU KNOW I HAVE RENTED PART OF THE OLD STUDIO WHICH IS NOT CALLED THE GRIFFITH STUDIO BUT SUNSET STUDIO. THERE IS FENCE BETWEEN THE TWO AND I HAVE NEVER SET FOOT INSIDE THE STUDIO SINCE OCCUPIED BY GARSON PEOPLE STOP IT IS RUMORED THAT MARY IS TO MAKE HER PICTURES WITH NEILAN GARSONS DIRECTOR BUT SHE

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

TELEGRAM

DELIVERY NO.

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

*This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram).* Form 16

2ND SHEET 25GSWN HY LOSANGELES NOV 22 A H T BANZHAFT NYC

IS NOT MAKING THEM AT THE GRIFFITH STUDIO WHERE THE CLARA KIMBALL YOUNG AND BLANCHE SWEET PICTURES ARE BEING MADE I HAVE ABSOLUTELY NOTHING TO DO WITH SUPERVISING OR HANDLING THEM IN ANY WAY HOWEVER THINK YOU BETTER GIVE THIS INFORMATION TO THEM AT ONCE AS I DO NOT CARE TO BE INSTRUMENTAL IN HELPING TO SELL THEIR PICTURES

D W GRIFFITH

255AM

November 22, 1918

Mr. J. C. Epping,
720 Longacre Bldg.,
New York, N. Y.

Dear Mr. Epping:

Answering your telegrams of the 19th and 20th and confirming my telegram of today, the sale of the western territory of the road show to All Star Feature Distributors was consummated with no representative of Mr. Griffith's on the job and had it not been for the honesty and loyalty of Mr. Daly who was in charge of the San Diego show, and Mr. Powell, who was engaged to start a second show from Los Angeles, we would have lost a considerable sum of money. As it was I made up a bill from the data they gave me, copy of which I am enclosing to you.

Some of this equipment was studio property and some of it naturally belonged to the Famous Players and it was my intention to turn over to the Famous Players the money due them and to retain that which was due the studio.

Mr. Lesser has ignored nearly all my requests for settlement except that he gave us a check for Two Thousand Dollars on account about two months ago. I have since been endeavoring to collect the balance but we have other matters up with Mr. Lesser which have become quite involved and while he has admitted that he owes us this money, he is making certain claims against us which Mr. Banzhaf has advised me not to concede to until the New York office has made certain settlements with Mr. Lesser.

The Two Thousand Dollars which we collected from them on account still remains in our safe except that I took out enough money to pay bills which we had not taken into the studio accounts but which were outstanding on the books of our creditors against us. I had intended to take what funds were due us into our accounts at the time when I collected the entire amount of the bill but I think that under the circumstances I had better not wait, inasmuch as it appears that I will have to hold up my final settlement for several weeks longer pending settlement between your office and Mr. Lesser's office in San Francisco.

Very truly yours,

E C Bidwell

ECB-W

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THE CORPORATION TRUST COMPANY SYSTEM
ORGANIZED 1892.
15 EXCHANGE PLACE, JERSEY CITY, N. J.
CHICAGO PHILADELPHIA PORTLAND
ST. LOUIS WILMINGTON
WASHINGTON PITTSBURGH
CORPORATION REGISTRATION COMPANY
511 EXCHANGE BUILDING, BOSTON

AFFILIATED WITH
THE CORPORATION TRUST COMPANY
37 WALL STREET, NEW YORK CITY.

THE COMPANY FOR LAWYERS.

OFFICERS:
KENNETH K. McLAREN, PRESIDENT.
GEORGE R. SHELDON, VICE-PRESIDENT
RAYMOND NEWMAN, GENERAL MANAGER.
HORACE S. GOULD, SECRETARY
B. STAFFORD MANTZ, TREASURER.
JOHN R. TURNER, ASSISTANT SECRETARY.
ERNEST J. KING, ASSISTANT AUDITOR

# The Corporation Trust Company

INCORPORATED UNDER THE TRUST COMPANY LAW OF THE STATE OF NEW JERSEY.

D W G CO

REPLY TO 15 EXCHANGE PLACE, JERSEY CITY. Nov. 22,1918

RE: D. W. G. CORPORATION .

Mr. Albert H. T. Banshaf,
2 Rector Street,
New York City.

Dear Sir:-

Under date of August 17th we wrote you inquiring as to the date of the annual meeting of stockholders of the above company, but up to the time of this writing we have not received a reply.

Will you please be kind enough to favor us with this information, in order that our records may be completed for the new year ?

Thanking you in advance for this courtesy, we remain,

Yours very truly,

THE CORPORATION TRUST COMPANY

John R. Turner

JRT-N

Assistant Secretary.

Jan 2-

C. A. SCHALLENBERGER J. W. KAYS

# J. W. KAYS COMPANY, INC.

GENERAL INSURANCE BROKERS AND ADJUSTERS

5TH FLOOR, METROPOLITAN BUILDING

PICO 326 HOME 60814

LOS ANGELES, CALIFORNIA

Nov. 22nd, 19181

D.W. Griffith Studios,
4500 Sunset Blvd.
Hollywood, Cal.

RE: Policy #060651 "Ocean"

Gentlemen:

Enclosed herewith please find the above numbered policy renewing a similar policy expiring on Nov. 26th, which we trust you will find entirely satisfactory.

Thanking you in anticipation for the continued favor of your patronage, we remain,

Yours very truly,

J. W. KAYS COMPANY, INC.

By M. H. Campbell

P.S. You will note that rate on Motion Picture production is now 2.86 as against 3.29 previously charged.

MHC.

PHONE F 2470

SAM G. LEVY
CHARLES LEVY

# Charles Levy & Son

## Tailors & Designers

448 SOUTH SPRING STREET
LOS ANGELES, CAL.

Mr. D. W. Griffith,
c/o Griffith Studio,
Hollywood, Cal.,

Nov. 22, 1918.

| | | | |
|---|---|---|---|
| Sept. 27, 1918, | 2 Suits @ 95.00 | | $ 190.00 |
| " 27, " | 4 Suits " 90.00 | | 360.00 |
| " 27, " | 1 Suit " 90.00 | | |
| | 1 Overcoat @ 125.00 | | |
| | 1 " " 110.00 | | |
| | 1 " 115.00 | | 440.00 |
| " 28, " | 1 Suit " | | 90.00 |
| Oct. 25, " | 1 " " | 95.00 | |
| | 1 Trousers " | 25.00 | 120.00 |
| " 25, " | 3 Suits " | 90.00 | 270.00 |
| " 25, " | 4 " " | 90.00 | 360.00 |
| " 28, " | Press Suit | | .50 |
| " 28, " | " " | | .50 |
| " 28, " | " " | | .50 |
| | | | $ 1831.50 |
| Oct. 19, 1918 | By Cash | | 900.00 |
| | Balance | | $ 931.50 |

CHAS. LEVY & SON

PAID
DEC 4 1918

L.L.

Thanks

SPORT CLOTHES MILITARY TAILORS BREECHES MAKERS

CABLE ADDRESS—MINTMAN

GILLESPIE BROS. & CO.

AND AT
82 FENCHURCH ST.
LONDON

MOVING PICTURE FILMS DEPARTMENT
220 WEST 42ND STREET
~~NO. 11 BROADWAY~~
NEW YORK, Nov. 22nd, 18.

ARGENTINA
E. Eckhardt Pastor
Buenos Aires
BRASIL
Davidson, Pullen & Co.
Rio de Janeiro
BOLIVIA
Bolloten, Gould & Co.
La Paz
CHILE
J. Kusnetzoff
Santiago
ECUADOR
Romanet & Co.
Guayaquil
GUATEMALA
Ramon Banus
Guatemala
PERU
Romanet & Co.
Lima
REPUBLICA DOMINICANA
J. M. Calderon & Co.
Pto. Plata
D. W. INDIES
Emilio L. Enriquez
Curazao

BANKS
National City Bank of New York
Royal Bank of Canada
The Guaranty Trust Co. of N. Y.

Mr. Albert H. Banzhaf,
2 Rector Street,
New York.

Dear Sir;-

As per telephone conversation, with you over the telephone today, I am returning herewith Power of Attorney for Argentina, as it is necessary for Mr. D. W. Griffith's signature to be registered by a Notary Public in New York.

Thanking you to have this done for us and trusting to receive this by Monday, I remain,

Very truly yours,

M A Morhaus

28697

Nov. 23, 1918.

Mr. Felix Viole,
140 West 50th St.,
Los Angeles.

Dear Mr. Viole:

Referring to the blue print copies of the musical score for "Romance of Happy Valley", which you are now working upon, I am giving below a list which shows the number of books for each part that will be required in making both the complete orchestration and the abbreviated orchestration.

| Books | | | Books | |
|---|---|---|---|---|
| 2 | | Piano | 1 | |
| 2 | | First Violin | 1 | |
| 1 | | Second Violin | | |
| 1 | | Viola | | |
| 1 | | Cello | 1 | |
| 1 | | Bass | 1 | |
| 1 | | Flute | 1 | |
| 1 | | First & Second Clairnet | 1 | |
| 1 | | First & Second Cornets | 1 | |
| 1 | | " & " Horns | | |
| 1 | | Trombone | 1 | |
| 1 | 14 | Drum | 1 | 9 |

Please make 20 copies of the full orchestration and 60 copies of the smaller orchestration. We should have all these copies ready for shipment not later than Dec. 15th.

For your information, we should have 10 copies of the full orchestration among the first that should be shipped. This takes care of Chicago and all points East of Chicago. At the same time, we should have 35 copies of the smaller orchestration for the same distinations. I am giving you this information in order that we will be better able to make shipments to the fartherest points first. The points West of Chicago can be finished up after those just enumerated have been finished, but we should have all copies ready for shipment not later than December 20th.

Trusting that you will be able to do this, I remain,

Yours very truly,

ECB:LW.

HIRSCH, SHERMAN & LIMBURG
160 BROADWAY
NEW YORK

MORRIS J. HIRSCH
HENRY L. SHERMAN
HERBERT R. LIMBURG
WALTER A. HIRSCH

HARRY F. MELA
MORTIMER H. HESS

November 23, 1918. Y2

in re Intolerance:

A. H. Bahnzof, Esq.,
President Wark Production Co.,
2 Rector Street, City.

Dear Sir,

I received from Master Productions, Ltd., London a cable as follows:

> "Film Intolerance for Egypt arrived second hand print joined throughout with paper clips consequently absolutely useless stop Have been served with notice from our customer claiming two thousand pounds damages stop Insist having new print shipped us immediately to avoid serious lawsuit if possible stop Serve notice on vendors holding them responsible."

I read this cable over the phone to Mr. McCarthy, who requested me to send it to you.

Kindly acknowledge receipt and let me know what you propose to do in the matter.

Yours &c.,

Henry L. Sherman

Form 2903 B

| Number |
|---|
| Time Filed |
| Number of Words |

# WESTERN UNION CABLEGRAM

THEO. N. VAIL, PRESIDENT

| CLASS OF SERVICE DESIRED | |
|---|---|
| | Full Rate |
| | Half Rate Deferred |
| | Cable Letter |
| | Week End Letter |

Patrons should mark an X opposite the class of service desired; otherwise FULL RATES will be charged SEE BACK OF THIS BLANK

Send the following Cablegram, subject to the terms on back hereof, which are hereby agreed to } COPY Nov. 24th, 1918 191

To FAMFILM Lmd (England

NEW YORK

ADVISE BANZHAF HAVE PROSPECTIVE CUSTOMER INTOLERANCE FOR SWITZERLAND ELEVEN HUNDRED FORTY POUNDS INCLUDING ONE PRINT STOP THIS OFFICE EXPECTS FIVE PERCENT COMMISSION IF SALE MADE ANSWER

GRAHAM

20 | e. g. yld. co. yld. Nebraska Ill.
Ill. Film co yld. 40 3/4
166 Wardour 260
London 540
560
4 00
64 00
27 00

file: 11/25/18

File under "K"

It is hereby understood and agreed by and between the D. W. GRIFFITH STUDIO, hereinafter referred to as the employer, and Moon Kwan, hereinafter referred to as the employee, both of Los Angeles, California; this 25th day of November, nineteen hundred and eighteen,

WITNESSETH THAT, the employer hereby employs the employee at a salary of seventy five dollars ($75.00) per week, for a period of three weeks, or to and including December 14, 1918. Said employee is to render his entire services and to assist the employer in any way possible in the production of a motion picture, which the employer is now producing, in which Chinese manners and costumes are an important feature of said motion picture.

The employee accepts this agreement at the salary just set forth and in consideration thereof agrees not to work for any other motion picture producing company during the period of this engagement.

In witness whereof the parties hereto have executed this agreement the day and year first above written.

D. W. GRIFFITH STUDIO.

BY E C Bidwell (Manager)
EMPLOYER

Moon Kwan.
EMPLOYEE.

November 25th 1918.

Gillespie Bros. & Co.,
#220 West 42nd Street,
New York City.

Dear Sirs:

Enclosed herewith please find power of attorney duly acknowledged by Mr. Griffith, together with my affidavit thereto attached, verifying Mr. Griffith's signature before a notary public and the County Clerk's certificate attached to my said affidavit.

Trusting this will meet with your requirements, I remain

Very truly yours,

GGTB/D

CITY, COUNTY AND )
) ss.:
STATE OF NEW YORK.)

ALBERT H.T. BANZHAF, being duly sworn, deposes and says: That I am the attorney for David W. Griffith and have been his attorney for the past six years and as such attorney have had many communications with him and I am thoroughly familiar with the signature of the said David W. Griffith. That I have personally seen him sign his name many times and know the signature signed to the annexed power of attorney under date of November 14th 1918 to be the signature of said David W. Griffith. That I mailed the within power of attorney to Mr. Griffith's representative in Los Angeles, requesting that he have Mr. Griffith execute and acknowledge the same before a Notary Public for the purposes therein mentioned, and that I received said power of attorney through the mails from Mr. Griffith's representative in accordance with my request, which power of attorney was duly acknowledged by Mr. Griffith on the 14th day of November 1918, as more fully appears by the acknowledgement thereto attached.

Sworn to before me this :
:
25th day of November, 1918. :_____

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Hearts of W
State rights agreement

KNOW ALL MEN BY THESE PRESENTS, That DAVID W. GRIFFITH, of Los Angeles, California, United States of America, Producer, has made, constituted and appointed, and by these presents does make, constitute and appoint

(a) NEW YORK FILM EXCHANGE of Buenos Ayres (Republica D'Argentine) of Buenos Ayres, Argentina, South America his true and lawful attorney in his name, place and stead to register with the Governments of Argentina, Uraguay and Paraguay, all of South America, the artistic and literary rights of the motion picture photoplay entitled "Hearts of the World" consisting of thirteen (13) reels and the approximate length of 12,299 feet, and in his name, and at their own cost and expense, prosecute and take all steps necessary in the premises against any and all persons infringing in said Territory upon the copyright so registered.

IN WITNESS WHEREOF, DAVID W. GRIFFITH has hereunto set his hand and affixed his seal this day of November, 1918.

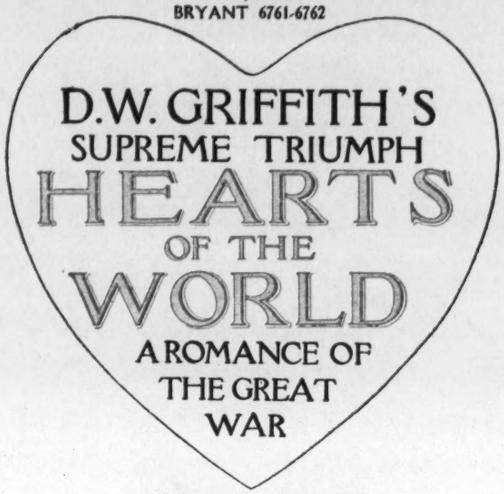
STATE OF CALIFORNIA )
: ss.:
COUNTY OF )

On this day of November 1918, before me personally appeared DAVID W. GRIFFITH, to me known and known to me to be the person mentioned in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative




GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

Nov. 26th, 1918.

Mr. D. W. Griffith,
Hotel Alexandria,
Los Angeles, California.

Dear Mr. Griffith:-

Enclosed please find summary of returns for week ending November 15th, also you will find a comparative summary of exploitation profits for four weeks in September, taking seven of our companies against seven of Lesser's All-Star Features Distributors. This summary shows the towns played, population, number of days, gross receipts and net earnings. On the first page our figures show the comparison taken two ways, including New York and Frisco and excluding New York and Frisco. This, however, is just one of my brain storms and I had it gotten up thinking it might be interesting to you.

As far as the percentage is concerned, I think that our line of profits compare very favorably, especially when you take into consideration return engagements, which you must. We, in the manner in which our productions are handled, can play one or two return engagements and then come back with the rental proposition. I fear that Lesser's return engagements will be drastic.

With best wishes and kind regards,

Very truly yours,

Albert L. Grey

G/W

# FAMOUS PLAYERS - LASKY CORPORATION

485 FIFTH AVENUE — MURRAY HILL 8500 CABLE ADDRESS FAMFILM — NEW YORK CITY

Intolerance

Nov. 26th, 1918.

OFFICE OF EMIL E. SHAUER
ASSISTANT TREASURER

Mr. Albert H.T. Banzhaf,
#2 Rector Street,
New York City.

Dear Sir:

Herewith please find copy of cable from our Mr. Graham in London. Kindly make your answer to him direct - cable address,

"FAMFILM",
(Famous Players Film Co., Ltd.)

Yours very truly,

FAMOUS PLAYERS-LASKY CORPORATION

E E Shauer

Asst. Treas.

EES:S
Enc-1

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

November 27 1918

D W GRIFFITH HOTEL ALEXANDRIA
LOS ANGELES CALIFORNIA

HAVE RECEIVED CABLE FROM GRAHAM STATING HE HAS PROSPECTIVE CUSTOMER FOR INTOLERANCE FOR SWITZERLAND FOR ELEVEN HUNDRED FORTY POUNDS INCLUDING ONE PRINT AND THAT HE EXPECTS FIVE PERCENT COMMISSION IF SALE IS MADE WHAT DO YOU ADVISE STOP MISS LILLIAN REVELATION IN NEW PICTURE YOUR TREATMENT VERY DARING AND SHOULD BE A HIT STOP AM AFRAID THAT FLASH OF HER FALLING OVER WITH BENCH IN HYSTERIA IN DUGOUT AFTER TELEPHONE INCIDENT MAY GET LAUGH ESPECIALLY SINCE HER SPLENDID COMEDY PARTS THIS IS PURELY PERSONAL OPINION STOP McCARTHY WILL ARRIVE COAST FRIDAY ON TRIP OF INSPECTION BARRYS NEW PICTURE IN WHICH McCARTHY AND MITCHELL ARE FINANCIALLY INTERESTED HE WILL NO DOUBT LOOK YOU UP

BANZHAF

#2 Rector Street N Y C

Nov. 27, 1918.

Mr. Fulton Brylawski,
Jenifer Bldg.,
Washington, D. C.

Dear Mr. Brylawski:

I am enclosing herewith typewritten synopsis of Mr. Griffith's forthcoming Artcraft Picture entitled "Romance of Happy Valley." This picture will be released in January 1919.

We are also sending you by pre-paid express, two positive copies of the picture. Will you kindly take the necessary steps to have this picture copyrighted?

Yours very truly,

D. W. GRIFFITH STUDIO.

By

ECB:LW. Manager.

Wark Co
state rights
contract
Zoroaster

November 27th 1918.

Mr. Henry L. Sherman,
#160 Broadway,
New York City.

Re: "Intolerance".

Dear Sir:

I have your favor of the 23rd inst. relative to the purchase of print of "Intolerance" for Egypt and note the contents thereof.

I beg to advise that the Wark Producing Corporation delivered to Mr. Seely of Robertson-Cole Company, agents for the Master Productions Ltd., London, one new print of "Intolerance" for shipment to Egypt, pursuant to the terms of our contract, which said print was inspected and accepted by Messrs. Robertson-Cole for the account of their London principle.

If this film was subsequently cut or damaged the Wark Corporation does not consider itself responsible therefor.

Very truly yours,

AHTB/D

November 27th 1918.

Mr. A. H. Remsen,
c/ Title Guarantee & Trust Co.,
#176 Broadway,
New York City.

Dear Sir:

Beg to acknowledge receipt of your communication of the 5th inst. addressed to the D.W.G. Corporation enclosing Epoch Producing Corporation stock Trust certificate #6 registered in the name of the above corporation for which accept my many thanks.

Very truly yours,

AHTB/GD

November 29, 1918

A. H. T. Banzhaf,
Two Rector Street,
New York, N. Y.

Dear Mr. Banzhaf:

Have check D. W. G. Corporation$540,00 $3.00 per share. What shall I do with this? Also what are we doing about expenses of the Epoch? Aitken told me he was having it looked up. Think it is foolish to keep up your heavy expense without any money coming in. Why can't office be run by one man on some common sense basis?

Very truly yours,

DWG-W

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative

D.W.G's File.

D.W. GRIFFITH'S
SUPREME TRIUMPH
HEARTS
OF THE
WORLD
A ROMANCE OF
THE GREAT
WAR

GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

Nov. 29th, 1918.

Mr. D. W. Griffith,
Hotel Alexandria,
Los Angeles, California.

Dear Sir:-

We enclose herewith check for $4668.16 representing 50% of profits for the week ending Nov. 23rd, as below:

PROFIT CHECKS

| | |
|---|---|
| Co. A | 2872.31 |
| B | 56.43 |
| E | 1245.45 |
| F | 705.29 |
| G | 2006.32 |
| H | 1860.53 |
| Phila Spec | 589.98 |
| | 9336.31 |
| 50% -- | 4668.16 |

Very truly yours,

"HEARTS OF THE WORLD"

Auditor.

E/W

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | X |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

November 30th 1918

E. C. BIDWELL,
4500 SUNSET BOULEVARD
SAN FRANCISCO CALIFORNIA

ROTH OUT OF TOWN WILL WIRE YOU FOUR THOUSAND

MONDAY ON ACCOUNT WARK PRINTING

BANZHAF

2 Rector Street
1615 Room

COPY

THE CATHEDRAL RECTORY

460 Madison Ave.

New York, November 30, 1918

Dear Bob:-

I have just finished the story "THE SIN THAT WAS HIS" and want to tell you that I think it is a ripping one. Packard has made a very interesting study of personal regeneration for us, and given the Catholic side of the story a delicate and even reverential treatment.

"Three Ace Artie", when masquerading as a priest, at times seems to stretch the probable to the breaking point, but at no time is the reader left in doubt of the author's respect for the Office which the pseudo-priest has usurped. The heroine Valerie is a good example of the sincere catholic, and the bishop is a fine type of common sense and true piety.

The strain put upon the probabilities in the character of the hero might give rise to some criticism. We priests feel that it would be almost impossible for a man to assume the Office so easily and get away with the imposition in so distinctly Catholic a community. The celebration of Mass is too intricate a performance to be mastered with such celerity. Then too there is the very vital matter of the Confessional. Here the deception would be impossible of concealment from Catholics much less discerning than Valerie.

But on the whole I think there is a good moral and strong preachment in the story and do not believe it would be offensive to catholics. On the contrary a dramatized version of the story would be well received by our people, who would make necessary allowances because of the fairness and very evident good intent of the author.

Best wishes to you,

(signed) William B. Martin

D.W.G. Co

# EPOCH PRODUCING CORPORATION

## Treasurer's Report for November 1918

x x x

| | | | | | |
|---|---|---|---|---|---|
| Income | Co. | A. | $ 1,653.60 | | |
| " | " | B. | 2,800. | | |
| " | " | C. | 634.70 | | |
| " | " | D. | 2,464.45 | | |
| " | " | E. | 3,150. | | $ 10,702.75 |
| J.C. Williamson, Ltd. | | | | | 260.74 |
| Expense | General | | 5,930.92 | | |
| | Co. | A. | 809.26 | | |
| | " | B. | 1,312. | | |
| | " | C. | 496.92 | | |
| | " | D. | 1,555.98 | | |
| | " | E. | 1,358.91 | 11,463.99 | |
| Aust. Co. # 1 | | | | 21.80 | |
| Geo. Bowles, sinking Fund | | | | 285. | |
| Expenses November, | | | | 11,770.79 | 10,963.49 |
| Receipts, " | | | | 10,963.49 | |
| Loss " | | | | $ 807.30 | |

| | |
|---|---|
| Loss July, Aug. & Sept. | 2083.46 |
| " Oct. | 5704.58 |
| " Nov. | 807.30 |
| Total Loss to Nov. 30th-- | $ 8595.34 |

Mr Bauchop

DETAILS OF THE $611.31 WAR FOOTAGE TAX THAT
-MUST BE REFUNDED-

| DATE OF RECEIPT OF CASH. | REPORT | DATE OF INVOICE | PRINT | GEO-H-DAVIS CHICAGO | WM.H.O. MILL BOSTON- | A-STR. FEATURE DIST'RS | DAWN MASTER-PLAY CO DETROIT | TOTAL |
|---|---|---|---|---|---|---|---|---|
| Sept. 6 | #43 | 8/20 | #70 | $61.13 | | | | |
| 6 | 43 | 8/22 | 71 | 61.14 | | | | |
| 6 | 43 | 8/22 | 72 | 61.13 | | | | |
| 9 | 44 | 8/24 | 76 | | $61.13 | | | |
| 9 | 44 | 8/29 | 78 | | | $61.13 | | |
| 9 | 44 | 8/24 | 75 | 61.13 | | | | |
| 17 | 45 | 8/29 | 77 | 61.13 | | | | |
| 17 | 45 | 8/30 | 79 | 61.13 | | | | |
| 24 | 46 | 9/12 | | | | | $61.13 | |
| Oct. 22 | 50 | 9/24 | | 61.13 | | | | |
| | | | | $427.92 | $61.13 | $61.13 | $61.13 | 611.31 |

OVERPAYMENT ON H-of-W PRINTS ON
ACCOUNT OF CHARGING EXTRA FOR
-WAR FOOTAGE-

| Invoice | Amount | Combined Amt. to bal. with their figures. | Feet | Comb.Ft. | Rate | War Footage Tax Overchg. | Production | Date of Payment | Their Date Of Pay't. |
|---|---|---|---|---|---|---|---|---|---|
| 8-17 | $ 978.16 | $ -- | 12227 | -- | .08 | -0- | Dawn Mas-terplay, Detroit | 9- 5 | -- |
| 8-20 | 978.16 | -- | 12227 | | | | H-of-W Geo-H-Davis, | 9-7 | 8-31 |
| 8-22 | 2139.72 | 4096.04 | 24454 | 48908 | .085 | $183.40 | do do Chicago | 9-7 | 8-31 |
| 8-24 | 1039.29 | -- | 12227 | -- | .085 | 61.13 | do do do | 9-9 | 8-31 |
| 8-29 | 1039.29 | -- | 12227 | -- | .085 | 61.13 | do do do | 9-18 | 9-17 |
| 8-30 | 1039.29 | 3117.87 | 12227 | 36681 | .085 | 61.13 | do do do | 9-18 | 9-17 |
| 9-12 | 1039.29 | 1039.29 | 12227 | 12227 | .085 | ~~61.13~~ | Dawn Mstrply, Detroit | 9-24 | -- |
| 8-24 | 1039.29 | -- | 12227 | -- | .085 | ~~61.13~~ | W-H-McNeil, Boston | 9-9 | -- |
| 8-29 | 1039.29 | 2078.58 | 12227 | 24454 | .085 | 61.13 | All-Star, San Fran'co | 9-9 | -- |
| 9-24 | 1039.29 | 1039.29 | 12227 | 12227 | .085 | 61.13 | H-of-W Geo-H-Davis, Chicago | 10-22 | -- |
| 9-19 | 999.67 | 999.67 | 12299 | 12299 | .08 | -- | All-Star, Milwaukee | 10-4 | -- |
| | | | 146796 | | | $611.31 | | | |

TOTAL FEET

TOTAL WAR TAX
FTG& OVERCHG.

Courtesy of Modern Art Crafts Collection

Form 2875

# WESTERN UNION

## ANGLO-AMERICAN DIRECT UNITED STATES

# CABLEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Received at 16 BROAD STREET, NEW YORK 1918 DEC 1 PM 5 54

N8 63 HT

LONDON 22

FAMFILM NYK 0725

IF INTOLERANCE OPEN FOR RUSSIA ASK BANZHOF CABLE ME ROYALTY WANTED AM ADVISED PROSPECTIVE BUYER ENROUTE HERE FROM ARCHANGEL

GRAHAM

Famous Players Picture Co
485 - 5th Ave

Warn Rights

PHONE HOME 59164
HOLLYWOOD 3381

Los Angeles, Cal., Dec 1 1918

M. L. B. V. Griffith Studio
4800 Sunset Blvd

To **P. A. McCOOL** Dr.

**Plumber**

**1654 N. Vermont Avenue**
**Corner Prospect**

| | | |
|---|---|---|
| As per attached Bills | 5416 | 3 00 |
| " " " " | 5415 | 2 50 |
| " " " " | 5414 | 10 70 |
| " " " " | rdn 5408 | 7 55 |
| " " " " | 5417 | 3 30 |
| " " " " | 5409 | 2 85 |
| | | $ 29.90 |

Ext. O. K.
Dept. O. K.
Picture
S. O.
Check

2410 DEC 14 1918

29.90

---

ALBERT H. T. BANZHAF
COUNSELLOR AT LAW
2 RECTOR STREET
NEW YORK

TELEPHONE 5820 RECTOR

December 1st 1918.

D. W. G. CORPORATION
-TO-
ALBERT H.T. BANZHAF, DR.

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

| | |
|---|---|
| To Professional Services for month of November 1918 - - - - - | $ 150. |
| To Incidentals, telephones, etc. (2 months) - - - - - - - | 7.40 |
| To proportion tuition for course Federal Income Tax Lectures - - - - - - | 8.00 |
| Total | $ 165.40 |

Received Payment
DEC 2 1918

Form 1206

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | X |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

December 2nd 1918

E. C. BIDWELL
4500 SUNSET BOULEVARD
LOS ANGELES CALIFORNIA

WIRING YOU TODAY THROUGH BANK AS USUAL FOUR THOUSAND ON ACCOUNT OF WARK PRINTING COULD NOT SEND CHECK SATURDAY BECAUSE ROTH WAS OUT OF TOWN PLEASE MAIL STATEMENT COVERING THIS CHARGE

BANZHAF

Room 1615
2 Rector Street

12/30/18

Picture Co

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

| | | | | |
|---|---|---|---|---|
| 12/30 | CK 2536 | | | 60000 |
| | " 2537 | | | 30000 |
| | L R Smith | 1 215 | 320. | |
| | | 2 235 | 3345. | |
| | | | 3665 | |
| | | | 86335 | |
| 12/31 | Bal | | 90000 | 90000 |
| | Ex Dalarius | | | 86335 |
| | | 3 14 | 3500. | |
| | | | 3500 | |
| | | | 82835 | |
| 1/2 | Bal | | 86335 | 86335 |
| | Ex Dalarius | | | 82835 |
| | | 4 14 | 14250 | |
| | | | 14250 | |
| | | | 68585 | |
| 1/3 | Bal | | 82835 | 82835 |
| | Ex Dalarius | | | 68585 |
| | | 5 14 | 1000 | |
| | | | 1000 | |
| | | | 67585 | |
| 1/4 | Bal | | 68585 | 68585 |
| | CK 2553 | | | 67585 |
| | " 2575 | | | 30000 |
| | Ex Dalarius | | | 10000 |
| | | 6 14 | 3500 | |
| | | | 3500 | |
| | | | 104085 | |
| Ford 1/6 | Bal | | 107585 | 107585 |
| | L R Smith | | | 104085 |

Bal Brot Ford

| | | | | |
|---|---|---|---|---|
| 1/6 | Balance CK 2579 | | | 1040 85<br>600 00 |
| | L. R. Smith | 7 13 | 12 50 | |
| | " " " | 8 215 | 52 | |
| | " " " | " 18 | 9 30 | |
| | " " " | 9 215 | 5 60 | |
| | " " " | 10 215 | 85 | |
| | " " " | 11 215 | 13 35 | |
| | " " " | 12 235 | 54 65 | |
| | " " " | 13 235 | 9 55 | |
| | " " " | 14 235 | 48 14 | |
| | " " " | 15 235 | 16 05 | |
| | " " " | 16 235 | 82 89 | |
| | Ex Salarios | 17 14 | 447 50<br>143 90<br>200 95 | |
| | | | 1640 85 | 1640 85 |
| Bal 1/7 | | | | 200 95 |
| | L. R. Smith | 18 215 | 200 | |
| | " | " 18 | 4 20 | |
| | Ex Salarios | 19 14 | 162 50<br>16 80<br>32 25 | |
| | | | 200 95 | 200 95 |
| 1/8 | Bal | | | 32 25 |
| | CK 2584 | 20 11 | | 200 00 |
| | Ex Salarios | 20 14 | 147 50<br>147 50<br>84 75 | |
| | | | 232 25 | 232 25 |
| 1/9 | Bal | | | 84 75 |
| | Geo Koster | 21 215 | 8 50 | |
| | Ex Salarios | 22 14 | 70 00<br>7 50<br>6 75 | |
| | | | 84 75 | 84 75 |
| Ford 1/10 | Balance | | | 6 25 |

Brought Forward

| | | | | |
|---|---|---|---|---|
| 11/10 | Bal | | | 625 |
| | Ck 2604 | | | 20000 |
| | Ex Dataris | 23 14 | 6000<br>6 00<br>14625 | |
| | | | 20625 | 20625 |
| 11/11 | Bal | | | 14625 |
| | Emma Haberman | 24 216 | 1000 | |
| | L. R. Smith | 25 216 | 22 | |
| | " " | " 235 | 250 | |
| | Ex Dataris | 26 14 | 7750<br>9 22<br>5603 | |
| | | | 14625 | 14625 |
| 11/13 | Bal | | | 5603 |
| | Ex Dataris | 27 14 | 1250<br>1250<br>4353 | |
| | | | 5603 | 5603 |
| 11/14 | Bal | | | 4353 |
| | L. R. Smith | 28 234 | 460 | |
| | " " " | " 235 | 500 | |
| | " " " | 29 215 | 150<br>1110<br>3243 | |
| | | | 4353 | 4353 |
| 11/15 | Bal | | | 3243 |
| | Ex Dataris | 30 14 | 2500<br>2500<br>743 | |
| | | | 3243 | 3243 |
| 11/16 | Bal | | | 743 |
| | Ck 2705 Jan 11 18 | | | 50000 |
| | Ex Dataris | 31 14 | 7000<br>7 00<br>43743 | |
| | | | 50743 | 50743 |
| Forward 11/20 | Bal | | | 43743 |

Bal Brot Fwd

| | | | | | |
|---|---|---|---|---|---|
| 1/20 | Balance | | | | 43743 |
| | L R Smith | 32 | 234 | 205 | |
| | " " " | " | 212 | 225 | |
| | " " " | " | 29 | 215 | |
| | " " " | 33 | 234 | 175 | |
| | Ex Salaries | 34 | 14 | 750 | |
| | | | | 1570 | |
| | | | | 42173 | |
| | | | | 43743 | 43743 |
| 1/21 | Bal | | | | 42173 |
| | Ex Salaries | 35 | 14 | 4250 | |
| | | | | 4250 | |
| | | | | 37923 | |
| | | | | 42173 | 42173 |
| 1/22 | Bal | | | | 37923 |
| | Ex Salaries | 36 | 14 | 5250 | |
| | | | | 32673 | |
| | | | | 37923 | 37923 |
| 1/23 | Bal | | | | 32673 |
| | City Iowa Supply | 37 | 257 | 300 | |
| | L R Smith | 38 | 235 | 1470 | |
| | Ex Salaries | 39 | 14 | 2500 | |
| | | | | 4270 | |
| | | | | 28403 | |
| | | | | 32673 | 32673 |
| 1/24 | Bal | | | | 28403 |
| | Ck 2717 | | | | 10000 |
| | Ex Salaries | 40 | 14 | 13000 | |
| | | | | 13000 | |
| | | | | 25403 | |
| | | | | 38403 | 38403 |
| 1/27 | Bal | | | | 25403 |
| | Ex Salaries | 41 | 14 | 4500 | |
| | | | | 4500 | |
| | | | | 20903 | |
| | | | | 25403 | 25403 |
| Fwd | 1/28 | | | | 20903 |

Bas Prot Fund

| | | | | |
|---|---|---|---|---|
| 1/28 | Bal | | | 20903 |
| | Batty Hertzler Co | 42 18 | 225 | |
| | L R Smith | 43 235 | 1636 | |
| | " " " | " 255 | 55 | |
| | " " " | " 234 | 455 | |
| | Ex Salaries | 44 14 | 5375 | |
| | | | 2726 | |
| | | | 13177 | |
| | | | 20903 | 20903 |
| 1/30 | Bal | | | 13177 |
| | Ex Salaries | 45 14 | 1750 | |
| | | | 11427 | |
| | | | 13177 | 13177 |
| 1/31 | Bal | | | 11427 |
| | CK 2797 | | | 10000 |
| | " 2783 | | | 20000 |
| | L R Smith | 46 235 | 500 | |
| | " " " | " 234 | 3280 | |
| | Ex Salaries | 47 14 | 1750 | |
| | | | 5530 | |
| | | | 35897 | |
| | | | 41427 | 41427 |
| 2/3 | Bal | | | 35897 |

Bal Prof Fund

| | | | | |
|---|---|---|---|---|
| 1/28 | Bal | | | 40801 |
| | Ex Dataris | 138 14 | 500 | |
| | | | 500 | |
| | | | 40301 | |
| | | | 40801 | 40801 |
| 1/28 | Bal | | | 40301 |
| | M E Kerfe | 139 256 | 2165 | |
| | Ex Dataris | 140 14 | 500 | |
| | | | 2165 | |
| | | | 37636 | |
| | | | 40301 | 40301 |
| 1/29 | Bal | | | 37636 |
| | ck 2663 transfer to Pictures & by journal entry 1/30-19 | | 10000 | |
| | | | 10000 | |
| | | | 27636 | |
| | | | 37636 | 37636 |
| 1/31 | Bal | | | 27636 |
| | Porter Strong | 141 13 | 4000 | |
| | Mar Jones | 142 18 | 1560 | |
| | Agnes Winne | 143 53 | 1050 | |
| | Jas Ward | 144 53 | 500 | |
| | Cash | 145 257 | 90 | |
| | | v 256 | 18 | |
| | G. L McKerry | 146 230 | 1960 | |
| | Wm M Strauss | 147 29 | 600 | |
| | | | 9778 | |
| | | | 17858 | |
| | | | 27636 | 27636 |
| 2/1 | Bal | | | 17858 |

COPY

Dec. 3rd, 1918.

Mr. Arthur S. Friend,
Famous Players-Lasky Corp.,
485 Fifth Ave.,
New York City.

Dear Sir:-

I enclose herewith check made payable to the order of D. W. Griffith amounting to $5942.49, as per statement attached. The amount due us from the All Star Company should be $13,189.30, based on figures as below, the difference between my figures and those of the All Star being an item of $18,986.20, which they have added to their investment, but inasmuch as this represents purchase of prints, etc., it is covered, according to their contract, by the 30% overhead, to which they are entitled, and for this reason it should not be included in their investment.

| | |
|---|---|
| Net Profits | 204327.90 |
| 30% Overhead | 61570.71 |
| | 142757.19 |
| Investment | 90000.00 |
| | 52757.19 |

Our Share 25%
13,189.30.

Very truly yours,

E/W

Signed J Clipping

ADDRESS OFFICIAL COMMUNICATIONS TO STATE TAX DEPARTMENT

STATE OF NEW YORK

STATE TAX COMMISSION
WALTER H. KNAPP, President
RALPH W. THOMAS
JOHN J. MERRILL

CORPORATION TAX BUREAU
NEWELL W. CANFIELD
Acting Deputy Commissioner

72

# TAX DEPARTMENT

ALBANY December 3 1918

David W. Griffith Corporation
Care of Mr. Albert H. T. Banzhaf
2 Rector Street
New York City

Gentlemen:

The report of this company under Article 9-A of the tax law for the tax year beginning November 1st, 1918, is herewith returned, and your attention directed to your failure to include an answer to Item No. 3. The corporation would appear not to be exempted from Article 9-A of the tax law by Section 210 thereof.

Respectfully yours
STATE TAX DEPARTMENT
By N W Canfield
Acting Deputy Commissioner.

NWC/D
Enc.

F. W. Webster
Real Estate
~~308-9 L. A. Investment Bldg.~~
At 8th & Broadway
Los Angeles, Cal.

Phones { ~~F 1613~~
~~Bdwy. 7618~~

Dec. 3, 1918.

Mr. Bidwell,
Care D. W. Griffith's Studio,
4500 Sunset Blvd, Los Angeles, Cal.

Dear Sir:

Agreeable to my conversation with you over the phone I am enclosing herewith diagram of that portion of my lot leased to you and on which your developing plant stands, and the balance of the lot which I would like to lease if you can utelize it.

The front part of the lot is seen from every approach in that vicinity and would be fine for offices or display purposes.

Trusting that you will be able to use it in the near future, beg to remain,

Truly yours,

F. W. Webster

#249 South Coronado Street, Los Angeles,
Home phone 51640

# F. W. Webster

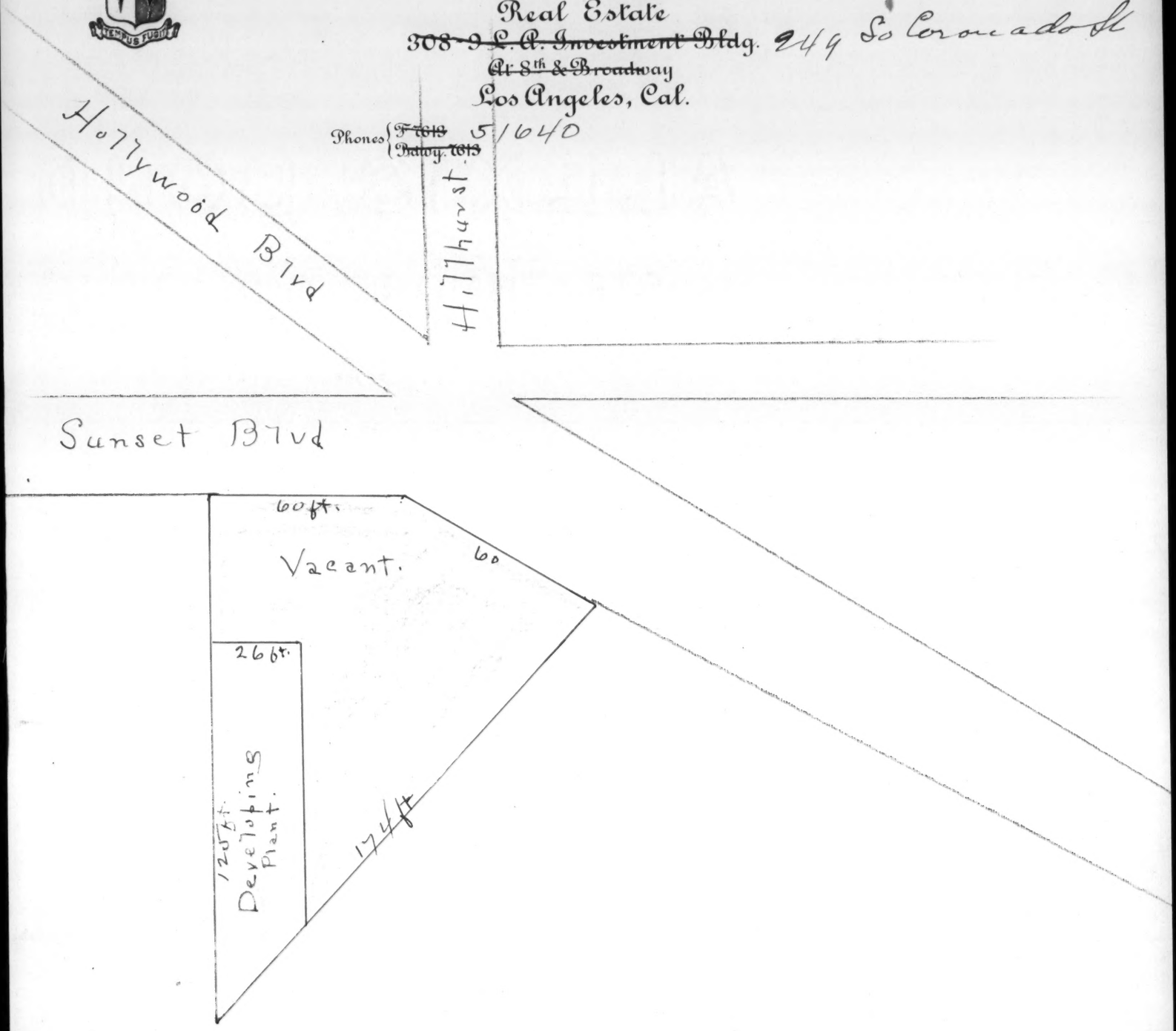
Real Estate

~~308 - 9 L. A. Investment Bldg.~~ 249 So Coronado St

~~Cr 8th & Broadway~~

Los Angeles, Cal.

Phones { ~~F 1613~~ 51640
~~Balwy. 1613~~

PHONE VERMONT 5454

Statement

Los Angeles, Cal., Dec. 3- 1918

D. W. Griffith Studio

# ORNAMENTAL STAFF AND CEMENT WORKS

W. A. BUTTERFIELD. PROP.

415 WEST 61ST STREET

2 Staff Brackets $5.00

Order No.- 3453 W

Picture No. D. 2.

2633 JAN 11 1919

Ext. O. K.

Dept. O. K.

Picture

S. O.

Check

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

RECEIVED AT

TELEGRAM

DELIVERY No. 303

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

*This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram).* Form 16

A1CH WF 19 NL 730A

HY LOSANGELES CAL DEC 4 1918

A H T BANZSAF

TWO RECTOR ST NYCITY

HAVE NOT YET RECEIVED DIVIDENDS HUN WITHIN WHAT IS CAUSE OF DELAY

EXHIBITORS COMMENTS SHOW PICTURE DOING GOOD BUSINESS

D W GRIFFITH

December 4th 1918.

Mr. John P. Turner,
Assistant Secretary Corporation Trust Co.
15 Exchange Place,
New Jersey.

In re: D.W.G. Corporation.

Dear Sir:

Replying to your favor of the 28nd ult. with reference to the annual meeting of the stockholders of the above named company, I beg to advise that the same is scheduled to be held on January 2nd of each year. Since incorporation, however, we have not called any annual meeting of the stockholders and will not do so unless a request is made therefor. I understand that the directors elected at the last annual meeting of the stockholders hold over as directors in a Deleware Corporation the same as they do in a New York Corporation. Will you kindly advise me if I am in error in this conclusion?

Thanking you for your attention in this matter, I remain

Very truly yours,

AHTB/D

Hearts of W
State rights

December 4th 1918.

Mr. Elek John Ludvigh,
c/ Famous Players Lasky Corp.,
485 Fifth Avenue,
New York City.

Dear Mr. Ludvigh:

I enclose herewith copy of agreement between Mr. Griffith and the All Star Feature Distributors, for the middle West territory of "Hearts of the World" under date of July 12th 1918 for your files. I just recently received this copy from Mr. Bidwell, Mr. Griffith's auditor at the Coast.

Mr. Sol Lesser is in town and rang me up the other day, requesting that I have an interview with him regarding income tax statements relative to "Hearts of the World" and I referred him to you, stating that I would be glad to attend any conference he might have with you relative thereto. If he has not already called you on the 'phone I presume he will do so some day this week.

With best regards, I remain

AHTB/GD

Very truly yours,

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

MACK SENNETT
LOS ANGELES

December 5, 1918

Dear Grif:

This letter will serve to introduce a Mr. James Sloan, should he ask for an interview. He has been located in Washington for thirteen and one-half years, as personal bodyguard to the presidents during that time; he claims he knows all the powers that be, politically and otherwise, including our present president, Mr. Tumulty and all the senators, etc.

He would like to be connected with the picture industry in some political capacity, as he claims that he can probably get the proper entree to the right people quicker than anybody that we know or might have at the present time. He is also now in the Government service and desires to make a change.

He impressed me as being very intelligent, and it is just possible you might be interested in him, or it may be possible the National Association could use such a man.

However, I think it would be a good idea if you would see him and talk to him for a few minutes. I promised to drop you this note and inferred that I thought it might get him the audience he desired with yourself.

Yours in Old English,

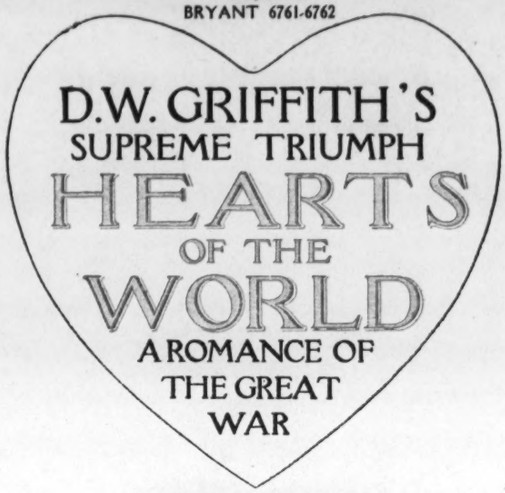
Mack Sennett

Just a comedy cutup

ALBERT L. GREY
General Manager

Telephones:
BRYANT 6761-6762

ROBERT EDGAR LONG
General Press Representative




GENERAL OFFICES
720 LONGACRE BUILDING.
NEW YORK.

Dec. 5th, 1918.

Mr. D. W. Griffith,
Hotel Alexandria,
Los Angeles, California.

Dear Mr. Griffith:-

We enclose herewith check for $8545.67 in payment of the following:

Profit Checks Week 11/30.

| | | | |
|---|---|---|---|
| Co. A | | 438.52 | |
| B | | 210.15 | |
| C | | 1331.27 | |
| D | | 40.73 | Wk. 11/23 |
| D | | 1115.59 | " 11/30 |
| E | | 953.96 | |
| F | | 5334.06 | |
| G | | 690.95 | |
| Phila | 413.28 | 1033.62 | |
| Spec. | 620.34 | | |
| | | 11148.85 | |
| All Star | | 5942.49 | on a/c |
| | | $ 17091.34 | |
| 50% | | $ 8545.67 | |

The check for $5942.49 from the All Star Co. we have accepted as an on account payment, as they owe us $13,189.30 and we have made a demand on them for the balance. We enclose herewith copy of letter which will explain the matter further.

Yours very truly,

"HEARTS OF THE WORLD"

Auditor.

E/W

(copy)

DANSK-SVENSK FILMS A/s

Copenhagen, Dec. 5th, 1918.

Mr. Ingvald C. Oes,
Copenhagen.

Dear Sir:

This is to inform you that "HEARTS OF THE WORLD" has been rejected by censor. It is a very great disappointment to me that this excellent production has been rejected. We have as you are aware put in considerable work in cutting the film and changing the titles so that it should not be unneutral, and I was now quite sure that it would be permitted. Unfortunately the censors finally insisted that they would not permit the films because there were German uniforms in it. Personally I findthat it is quite unreasonable to reject the film for this reason and this I have also explained to the censors, but there was nothing to be done. I can not cut the film further, as the story will then be disjointed, and I therefore regret that I as a consequence of our censors' peculiar views of this film can not exhibit it in the Paldstheatre.

I am

Respectfully yours,

(signed) SOPHUS MADSEN

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THE CORPORATION TRUST COMPANY SYSTEM
ORGANIZED 1892
15 EXCHANGE PLACE, JERSEY CITY, N.J.
CHICAGO PHILADELPHIA PORTLAND
ST. LOUIS WILMINGTON
WASHINGTON PITTSBURGH
CORPORATION REGISTRATION COMPANY
919-920 EXCHANGE BUILDING, BOSTON

AFFILIATED WITH
THE CORPORATION TRUST COMPANY
37 WALL STREET, NEW YORK CITY.

THE COMPANY FOR LAWYERS.

OFFICERS:
KENNETH K. McLAREN, PRESIDENT.
GEORGE R. SHELDON, VICE-PRESIDENT.
RAYMOND NEWMAN, GENERAL MANAGER.
HORACE S. GOULD, SECRETARY.
B. STAFFORD MANTZ, TREASURER.
JOHN R. TURNER, ASSISTANT SECRETARY.
C. KOESTER, ASSISTANT AUDITOR.

# The Corporation Trust Company

INCORPORATED UNDER THE TRUST COMPANY LAW OF THE STATE OF NEW JERSEY

REPLY TO 15 EXCHANGE PLACE, JERSEY CITY. Dec. 6,1918

RE: D. W. G. CORPORATION

Mr. Albert H. T. Banzhaf,
2 Rector Street,
New York City.

Dear Sir:-

We acknowledge receipt of your esteemed favor of the 4th of December, and note the annual meeting of stockholders of the above company is scheduled to be held on the second of January in each year.

Replying to your inquiry would state that the directors of a Delaware corporation may hold over. However, it is required that the annual report of officers and directors be filed, both in Delaware and New Jersey, although the annual meeting has not been held.

Yours very truly,

THE CORPORATION TRUST COMPANY

JRT-N

Assistant Secretary.

Dec. 6th, 1918.

Mr. F. W. Webster,
241 So. Coronado Str.,
Los Angeles, Calif.

Dear Mr. Webster:

I wish to thank you for your letter of Dec. 3d, enclosing a sketch of your property adjoining ours here at this location.

Just at present we know of no extension in which we could make use of this property, but we thank you nevertheless for the sketch, and for the assurance that the property is available.

Yours very truly,

D. W. GRIFFITH STUDIO,

By_____
Mgr.

B:F

TREASURY DEPARTMENT,
U. S. INTERNAL REVENUE.
Form 1-17.

ORIGINAL.

## NOTICE AND DEMAND FOR TAX AND RECEIPT—REGULAR TAXES.

COLLECTOR'S OFFICE 5th. DISTRICT OF N. J.

AT Newark, N. J. DATE DEC 9 1918

List 23B 1918; 11.; 13; 20
(Year.) (Month.) (Folio.) (Line.)

Capital Stock.
(Character of tax or liability.)

For period ended 6/30/19

Notice is hereby given that there has been assessed against you the amount set opposite for the liability named which tax is payable to me. Demand is made for the payment of said tax on or before the date given below. Failure to do so will cause a 5 per cent penalty to accrue with interest at 1 per cent per month from due date until paid.

Due date DEC 19 1918 C. V. Duffy,
*Collector of Internal Revenue.*

TAXES, PENALTIES, ETC.

| | |
|---|---|
| Amount of tax | $ 59.50 |
| 50 per cent penalty | |
| 100 per cent penalty | |
| per cent penalty | |
| Total | 59.50 |

Received payment,

D.W. G. Corp.;
15 Exchange Place.,
Jersey City, N. J.

Collector of Internal Revenue
PAID
DEC 19 1918
CASHIER - C
NEWARK, N. J.

DWS ck#153

**This notice must be presented at the time payment is tendered, as when properly stamped "paid" by the collector it becomes a receipt for taxes. See instructions on back.**

2—2803 *Collector of Internal Revenue.*

**Payment may be made in currency, post-office money order, draft, or certified check on a National or State bank or trust company, providing that such checks can be collected without cost to the Government.** It should also be borne in mind that the date when such checks may be cashed and the money deposited is the date of payment, and allowance should be made accordingly. Collectors can not receive in payment of taxes uncertified checks, personal checks, drafts, or vouchers, and all indorsements by collectors on certified checks are made without recourse. **Money orders, drafts, and certified checks must be made payable to the Collector of Internal Revenue.**

2—2803

December 9th 1918.

State Tax Department,
Albany, N. Y.

Attention of Mr. N. W. Canfield.

Dear Sir:

In reply to your favor of the 3rd instant regarding report of DAVID WL GRIFFITH CORPORATION, beg to re-enclose herewith Tax Statement for above corporation with the Issued Capital Stock in item three (3) inserted opposite which I have affixed my initials.

I regret the omission of this item and thank you for your courtesy in calling it to my attention.

Very truly yours,

AHTB/MD

# State of New York
## Prison Department

AUBURN PRISON
CLINTON PRISON
SING SING PRISON
GREAT MEADOW PRISON
STATE PRISON FOR WOMEN
MATTEAWAN STATE HOSPITAL
DANNEMORA STATE HOSPITAL
STATE FARM FOR WOMEN
BUREAU OF IDENTIFICATION

WILLIAM A. ORR
SUPERINTENDENT
GEORGE W. FRANKLIN
DEPUTY SUPERINTENDENT

Albany December 9, 1918.

Mr. D. W. Griffith,
Hollywood, California.

My dear Mr. Griffith:-

If, in the rush of all the work I see you have been doing for the Government, as well as your own business, you have had time to glance back at political results in New York State you will know that Governor Whitman, for whom you did such a wonderful service in 1916, has been defeated at the last election by a small majority. Whether or not you had noticed such result, I know you will be interested in the fact that the motion picture interests, in part, at least, in this State, turned against him and worked against him at this last election on the ground that he had been instrumental in the defeat of a law to permit Sunday shows throughout the State.

In the course of the preliminary moves of the campaign I had several very interesting conferences with representatives of the motion picture industry in the State and found that the little matter of having killed censorship in this State had no weight with the men apparently in control of the Exhibitors' Association when balanced against the fact that they had been refused permission to have Sunday shows, and this in spite of the fact, which you probably know, that in New York City, Buffalo and, in fact, most of the big cities in the State, except Albany, Sunday shows are permitted under court rulings. It seems very peculiar in this last campaign to find arrayed against us the same elements which you lined up for us, and with the margin of defeat so small it might have been a deciding factor had that influence been enthusiastically our way.

However, all of this falls into the class of things that might have been, and, in any event, now at the end of a brief session in public office I want to repeat what I told you at the end of the 1916 campaign, that your wonderful support in that campaign was an exceptional example of voluntary help after the fact, which is rare in political affairs.

I am attaching herewith copy of a paper published and printed in Sing Sing Prison which happens to contain both of our pictures, and I am going to intrude on you in this manner to ask you to meet and try out a very dear friend of mine who will bring this letter to you.

Mrs. Cara Golling, whom I would thus introduce to you, is one who has had some experience in pictures. She is very anxious to have an opportunity to work under you, and I beg that you will give her that opportunity, if possible.

With kindest regards and with recollection of the keenest respect, which I shall always have for you as one who, at great personal sacrifice, squared a political account which ninety-nine men in every hundred would have cast aside, I remain

Yours very sincerely,

WAOW

WAO/BOW
Enclosure.

Form 2

# WESTERN UNION

CABLE **TELEGRAM** CABLE

Warks rights

GEORGE W. E. ATKINS, VICE-PRESIDENT — NEWCOMB CARLTON, PRESIDENT — BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

**SEND** the following Telegram, subject to the terms on back hereof, which are hereby agreed to

December 1o 1918 191

To ~~FAMFILM~~ ~~GRAHAM~~

LONDON (ENGLAND)

INTOLERANCE SWITZERLAND FIVE THOUSAND DOLLARS NET NEW YORK PRINTS EXTRA EIGHT CENTS FOOT YOUR COMMISSION ANYTHING OVER FIVE THOUSAND CONTRACT AND MONEY MUST BE DELIVERED HERE QUOTE BEST OFFER FOR RUSSIA AND SIBERIA

ALBERT H.T. BANZHAF

To J.C. Graham care Famous Players Co. Ltd
166 Wardour London West England Distributor motion pictures.

SENDER'S ADDRESS FOR ANSWER

SENDER'S TELEPHONE NUMBER

TREASURY DEPARTMENT

FIELD FORCE

DIVISION OF SECRET SERVICE

Los Angeles DISTRICT

Address: ~~[illegible]~~ 1131 Central Bld'g.

December, 10th., 1918.

Mr. D. W. Griffith,

4500 Sunset Blv'd.

Los Angeles, Cal.

Sir:

Mr. Mack Sennett has suggested to me that I get in touch with you and talk over a matter that we think will be of interest to you and the Motion Picture Producers. He was kind enough to write you on Dec.5th. about me and if you will be good enough to fix a time when I will be able to see you I will greatly appreciate the same.

Respectfully,

James Sloan Jr.

Phone Pico 1185.

HOLLYWOOD 2800

# D. W. GRIFFITH STUDIO

4500 SUNSET BLVD.

LOS ANGELES, CAL.

December 10th,1918.

D. W. Griffith, Esq.,
4500 Sunset Blvd.,
Hollywood, Calif.

Dear Sir:-

I hand you herewith a screen version of my original scenario entitled "Heart's Desire", which is based upon a copyrighted story which I wrote, and which was published in the Cosmopolitan Magazine.

The Cosmopolitan owns the magazine and fiction rights, but I am at liberty to transfer to you the Motion Picture Rights, which I hereby relinquish to your entire ownership, with the understanding that I be given due credit for the Authorship, and the Cosmopolitan be given credit for the publication of the story, on the screens.

Your check for $350. is hereby acknowledged in full remuneration for my claims to this story.

Yours very truly,

J E Morton

See Sept. 11, 1922
June 28, 1920
-eb

Los Angeles, Cal. Dec 7,1918

For the sum of Three hundreda nd fifty dollars, ($350) and other valuable considerations I hereby sell to D.W.Griffith a photoplay scenario entitled "Heart's Desire" of which I am the sole author. Said scenario is based upon a short story by me published in Cosmopolitan Magazine. I hereby transfer screen production rights, which I hold in writing from Cosmopolitan magazine, to D.W.Griffith. It is understood that in announcements of the photoplay from this scenario it is to be stated that it is based upon a story published in Cosmopolitan Magazine, also that I am to be credited in the screen title of the photoplay with its authorship. in conjunction with the work of another author whose efforts may be merged with "Hearts Desire

Penrod stories
Booth Tarkington

Heart's Desire.

By

Howard E.Morton.

Sylvia Carlin is a beautiful,gifted young motion picture actress,who is just beginning to attract public notice through the charm and simplicity of her work.

Gray Harwood is a rising young dramatic author whose photoplay scenarios,likewise,have begun to win him recognition through their originality,vigor and freshness of viewpoint. He is manly, good-looking and,as yet,quite unspoiled by his growing success.

Sylvia and he are sweethearts. Their romance is clean, tender and wholesome. They cherish the same ideals,their love is the inspiration to ambition ineach, and both of their careers lead along the same pathway. The Carlin home is an unpretentious house in a suburb of Brooklyn,for her mother is one of the old-fashioned sort who is determined,even in the madness of modern New York life,to cling to her own girlhood ideals and preserve some of them in her daughter.

At the outset of our story we have a glimpse of Gray and Sylvia on a certain summer Sunday afternoon when he calls for her to take her for a walk in the country.He is attentive,chivalrous and reveals his ardent love for her in every action. Finally,they seat themselves in a shady spot under a great tree and he reads some passages from a new play he is writing.It is warm,dreamy,beautiful,the woods are lovely,the scene is entrancing, Gray responds the romantic influence of the surroundings and for the 987th time tells Sylvia how much he loves her.

She looks at him adoringly and in sentimental mood he takes out his knife and cuts two linked hearts,with their initials in each, on the tree,even as lovers have done for generations gone by. Gaily she bids him kneel like knight of old and swear eternal devotion by the Sign of the Two Hearts,which he does with a theatrical flourish,kissing her hand.They start home and on the way, Gray leaves her for a few moments to get some ice cream cones from a distant vendor. While Gray is gone a militant flirt,thick-necked and offensive,tries to engage Sylvia in conversation.She indignantly repulses his attentions. Gray suddenly returns,grabs the intruder by the collar,there is a flurry of punches,then Gray plants a stiff wallop on the intruder's nose. The latter turns tail and disppears like a scared rabbit.With very normal, musculine pride of victory in physical combat,Gray receives Sylvia's warm,somewhat hysterical demonstration of relief and appreciation and soon they start home.

Six months elapse. Sylvia has made rapid strides in her art and in popularity, and Gray has become very much the vogue. Success has dealt differently with them, Sylvia is still the sweet,girlish figure of her apprentice days,still with the tender ideals of Romance of a less complex age. Gray's normal,wholesome ideals however,have been caught in a feverish whirlpool of restless modern Isms. He lionized in a circle of highbrow faddists, who measure love by vibrations of the mind rather than beats of the heart and their ultra sex philosophies engage his thoughts. He is much sought after in thosecircles of Bohemia where the higher problems of love and everything else are debated with hectic fervor,but where nobody holds hands. Under the thrall of these "higher philosophies" Gray has drifed away from Sylvia and

grown rather indifferent.From the ethereal,esoteric heights where he now soars their normal,wholesome romance has grown to seem a bit commonplace. He gets an uneasy notion that Sylvia is not capable of appreciating lofty cosmic affinities and the like. Her warm,impulsive femininity does not vibrate with the super-frequency the freak cultists who have warped his really fine personality with their bewildering doctrines. Sylvia however,still loves Gray dearly,devotedly,wholly,and she is perplexed and troubled as she realises his defection.

Sylvia is told by the management of her film company that she is to be starred and that they are seeking a suitable film story as a vehicle for her charming personality--one that shall have a simple,clean love story for its motif.Ecstatically,Sylvia hurries home to tell her mother the good news,and then rushes to the telephone to call up Gray and tell him. She finally reaches him at a highbrow tea and joyously tells him of her approaching stardom,also reminds him that he has promised to take her to dinner that evening at one of the Bohemian restaurants in Greenwich Village near Washington Square. Gray tears himself reluctantly away from a group of super-illuminati and calls to take her to dinner. She is bubbling over with happy excitement as she tells him her good fortune,and he makes a brave show of enthusiasm.But his enthusiasm soon evaporates and he relapses into blase indifference.She is hurt and unhappy.He seems preoccupied and forgetful of the gallant little attentions of other days.He does not help her down the L steps,and strides along several feet apart from her as they cross Washington Square.

The restaurant is bright and gay however,and she is diverted by the lively scenes and forgets for the moment her unhappiness.Gray,too,thaws out under the warmth and animation around

them and for a while they dine and watch the fun around them.Then it is all spoiled when Sylvia reverts to her stardom and tells Gray he must write the scenario for her new star picture.Gray promptly produces the manuscript for one,which he earlier has been reading to the illuminati,and says it will be just the thing for her and will give to the world through the screen the new theory of love vibrations.It is a mass of sex psychology and highbrow gibberish. She demurs and tells him her manager has said. It must be simple romance,she insists.Gray declares that simple romance is commonplace and obsolete under the newer and higher conception of soul selection.He rails at her manager and they are almost on the verge of a quarrel.

"Simple romance is everywhere,always has been and always will be,"she declares hotly."There is Romance in the life stories of everyone in this room. Look at that old man over there.I'm sure he must have been some one once.I wonder what his life story is; what he is thinking about now."

Seated across the room from them is an old man,with long,flowing beard and hair,a patriarchal head,fine forehead,distinguished bearing and splendid eyes--gray,keen and piercing,yet warm and kindly--a rare combination.He has finished his dinner,is musing over a glass of wine,and has not seen them,for several books are on the table besides him and he has been reading.

Gray appraises the old man cynically and makes an ironical observation to the effect that he probably is gloating over a long line of creditors despoiled and figuring out a new way to trim those to come.Sylvia tartly upbraids Gray for his twisted viewpoint and they are about to engage in a quarrel when the Old Man turns and sees Sylvia.Instantly,he seems profoundly moved,gives a start,gazes at

her tensely;half rises,then sits down still gazing at her with parted lips and ill-concealed agitation,as if hypnotized by her presence. Calling his waiter,he asks who Gray and Sylvia are and the waiter, who knows them by sight,tells him.The Old Man pays his check,scarcely taking his eyes from Sylvia,then writes a note to Gray introducing himself and inviting him and Sylvia to visit his apartments nearby, saying that he has some rare books and literary treasures which Gray might like to see. Incredulously,Gray and Sylvia read the note,while the Old Man watches them eagerly,half-wistfully.

The strangeness of the invitation promises an interesting adventure,and Sylvia nods to Gray to accept.Gray goes over to the Old Man, brings him over to the table and presents him to Sylvia.Again the Old Man seems strongly moved and peers into her face with an emotion that they do not fully perceive in the movement of departure.They go out, walk with the Old Man several blocks through a frowsy side street in the Village,enter an old house, and are ushered into a great,old fashioned library,filled with paintings,objects of art,statuary,books, etc. A log fire on andirons burns in the fireplace and there is a cushioned settee opposite it.There is a flavor of the Old South about the place and its furnishings. Scarcely taking his eyes off Sylvia the Old Man shows them about the room.It is a delightful little pilgrimage,for on the walls are old masters,here and there an exquisite piece of bric a brac and on the shelves are rare books and manuscripts. Both Sylvia and Gray are too interested in what they see to remark the strange fascination with which the Old Man hovers near Sylvia and watches her.They come to a fine,old-fashioned clothes press,with woman-like curiosity Sylvia opens it and peeps in, then opens the door wide for in it is a dress of the Civil War period.a dainty,silken thing,garnished with the pretty ribbons and laces of that era.

The Old Man starts forward as if to stay her hand as she touches

its silken folds and takes it admiringly from the press,holding it at arms lenght with exclamations of surprise and delight.It is just her size too and as she examines it the Old Man watches her hungrily,then with suppressed emotion asks her if she would like to put in on.She assents gaily and takes it and the rest of the costume from the press into an inner room where the Old Man indicates she can change. While she is gone the Old Man shows Gray some more of the books but glancing around frequently to see if Sylvia hes returned.

Soon she re-appears,clad fully in the outfit from head to foot--an alluring,beautiful replica of Civil War belle.She curtseys to the Old Man and Gray,the latter claps his hands admiringly;the Old Man gazes at her fascinated,trembling.There are tears in his eyes as he takes her in his arms impulsively,then holds her at arms length and looks deep into her eyes.In response to her questioning look he tells her that she has awakened old memories,then turns away with a hollow little laugh,as if to break the spell she holds over him.

Sylvia spies a cello standing in a corner and asks the Old Man if he plays it.He answers that he did once and she asks him to play something,handing him the instrument.He takes it with deep agitation, as he watches her seat herself daintily on the couch opposite the fireplace,the poke bonnet dropping back prettily from her head.

The Old Man seats himself on a chair before the fire and Gray stands near-by. Now the Old Man starts to play,always to Sylvia.Softly at first;a simple,lovely,haunting melody with just a touch of sadness.Gradually the music increases in power and passion and the instrument throbs like a living thing.Now the music changes to a minor key and sweeps on through a tragic andante.There is poignant anguish in it now and the old Man's face grows haggard and drawn as if each sweep of the bow is tearing at his heart strings instead of those on the cello.The music dwindles,stops,and the Old Man sinks forward,sobbing convulsively.

Gray and Sylvia spring to his side and in a few moments the Old Man calms himself, seizes their hands in his, looks up at them plaintively, then presses his lips to Sylvia's hand. He tells them that he owes them an explanation and that he will give it to them if they will have patience and listen to the story of an old man.

Sylvia and Gray seat themselves at each end of the settee and gently, dreamily the Old Man begins his story. As he goes on, even as the music had done, his voice gathers in power and intensity and passion, now rising with dramatic crescendo, now falling into deep sonorous cadences. Sylvia and Gray sit transfixed, watching the Old Man there in the glow of the firelight and listening, spellbound. This is a synopsis of the story the Old Man tells:

---

The scene is Virginia before, during just after the Civil War, when the Old Man was young. His name is Robert Stedman. His family is wealthy, one of the First in Virginia. Young Robert is a sore trial for them for they have a career of law and politics mapped out for him that leads to Washington. He however, prefers art and letters and music, he is packed off to Princeton, for his mother was a Northerner. When he comes home he enters the law office of an uncle in the Virginian town, but his mind is not made for Blackstone or Kent. His family also have planned his marriage to the wealthy daughter of another of the First families, but they are destined to have another shock. Robert has fallen in love with Betty Morgan, daughter of the Calvin Morgan family. Robert and Betty had known one another distantly from childhood but the enmity between their two families had precluded the enkindling of any romance between them. Then as she had grown into her teens she had been sent away to a young ladies' seminary in Maryland and on the train that had

brought Robert home from College the two had met and their love had blossomed.After their return they had met clandestinely for Cal Morgan and his kinsmen would kill Robert should they know that he has been paying court to Betty,and that they are planning to elope and marry.One day on a long walk through the Virginia woods Robert cuts two linked hearts on a tree and by its token they pledge their eternal love and plan how they will live in a little vine-covered cottage in the Blue Ridge mountains,how Robert will seek fame in literature,ets, ete.

One day during one of their rides comes the news that the Civil War has started.They re-pledge unfaltering devotion,vow that they will marry when the war is over,and Robert hurries away to join his regiment.But the war is not over as soon as the lovers had fondly expected and the years drag slowly and sorrowfully by.But love glows with undiminished fervor in the hearts of the sweethearts.The cruel exigencies of war remove Robert far from Virginia for several years he seldom sees Betty.But they write regularly and yearn unceasingly for the day when peace shall come and they can be united at "Hearts Desire" which is the name they have given to the cottage of their dreams.

It is now early spring of 1865.Robert is with Lee's Army,making its last brave but forlorn stand against Grant's Army of the Potomac in Virginia. War has desolated Virginia and Lee's forces are hungry and scantily clothed,yet they fight on doggedly.Robert is a captain in command of one of the companies of Lee's force.Times have changed sadly in the Virginia twon near where the Morgan and Stedman families live.Betty is still beautiful,though more mature;war has made sorry ravages in the family's fortunes,and although war time suitors have laid siege to her heart and hand she has rejected them all to the

chagrin of her parents.She has not dared tell them of her love for Robert and their engagement,guarding it through the years of war as a sweet,dangerous secret.But now in the winter of 1864-65 there comes to the town a Southern Army contractor from Richmond,a widower of forty five,rich and prominent in the councils of the Confederacy. His name is Caleb Brice.He has some business with Betty's father,stops at the Morgan house and becomes in-fatuated with Betty.In a panic of fear,she tries to escape his attentions but he pursues ,he relentlessly and asks her parents for her hand.

It is the old story of family fortunes shattered,the rich suitor, the parents eager to make a brilliant,profitable match,and the stubborn daughter.Betty writes Robert a tear-stained letter telling him of the situation,of her refusal to marry Brice,of Brice's persistance and of her unhappiness.She has not dared even now to tell her parents that she is betrothed to the son of their bitterest enemy.Her letter reaches Robert when Grant's Bluecoats are sorely pressing his brigade and he cannot leave;but he writes Betty to have courage and patience.Then one day a week or so latter there is a terrible scene in the library of the Morgan mansion at which Betty is told that she must marry Brice, that the wedding is being announced and that the ceremony will take place two days later.Betty is in despair.She sends "Bud" her 14 year old brother,who has been their confident,with a frantic note to Robert, telling him of the crisis and begging him to come and rescue her."Bud" rides on horseback thirty miles to Robert's headquarters with Lee's army and delivers the note.Robert is just starting for an attack with his men and although he is maddened by the appeal the note contains he cannot leave now on the eve of an advance. Determined to find some way to reach his sweetheart however,he tells "Bud" to tell Betty that he will come and rescue her before the wedding somehow;then he rides

away into battle.In a fierce skirmish that follows a bullet grazes Robert's head,he is knocked senseless,is captured and the Federals drive back his comrades.When he recovers consciousness Robert finds himself a prisoner with Grant's Army ,with the Blue and the Gray battle lines between him and Betty,and with her enforced wedding to another only twenty four hours away.

Betty believes implicity that Robert will come and rescue her as he has promised,but as the hours pass and the time for the wedding approaches,her hope begins to waver.Her parents scarcely allow her out of their sight and her mother repeatdly tries to convince her that she is making a great match for herself and the family and that she will soon learn to love Brice.There seems to be no escape and finally Betty determines to kill herself rather then marry Brice.So while such wedding finery as can be assembled is being prepared by her mother,Betty secures a derringer pistol and plans to conceal it in her wedding dress if necessary,and to use it at the last moment if Robert does not arrive.

Meanwhile,Robert is well night mad with the helplessness of his position.Fervently he prays God to point a way out and his prayer is answered.He is summoned to the headquaters of the regiment into whose hands he has fallen prisoner and is astounded to find himself face to face with Phil Bradford,his old room mate at Princeton,who now is a Colonel in Grant's Army of the Potomac.It is a strange,unexpected, dramatic meeting.Colonel Bradford dismisses his orderlies under the pretext of questioning Robert alone and for the time being the two men forget they are captor and prisnner or that there is any North and South,It is more than four years since they have met.Robert tells him of Betty and of the crisis in their lives.Bradford ponders the matter for a space,then faces his old chum.

"Bob, will you give me your word of honor that if I let you through our lines you will return and surrender yourself as a prisoner as soon as you rescue her?" he asks.

Robert leaps forward, stremble with excitement and thankfulness and swears that he will return. The Colonel outlines his plan. After dark he has Robert brought to his tent, ostensibly for more questioning. There he loans him an overcoat, a hat and with Robert thus roughly disguised slips off with him through the woods to where a horse is waiting. There he gives Robert a pass through the Federal lines. "Here is another pass back through our lines for yourself and a lady. I hope you'll need it, Bob. Good luck and God Bless you." the Colonel whispers as they grip hands in farewell.

Robert makes his way past the Federal pickets, hides his Federal disguise and successfully passes into the Confederate lines. There he is stopped by one of his own outposts. The Rebs are suspicious that he is a spy and for a time it looks as though he will be placed under arrest, but he manages to establish his identity through one of his own men who happens by, and is allowed to proceed after a long delay. At a gallop he now starts for Betty's home along the Richmond turnpike.

Meanwhile, the preparations for the wedding are proceeding at the Morgan home, and Betty, almost distraught from watching and waiting sees the clock tick on toward the hour set for her wedding to Brice. After a sleepless night for her, dawn breaks on her wedding day. She sends "Bud" out on the turnpike early in the morning to watch for Robert and tell him of the situation. "Bud" stations himself several miles out on the road. The hour of the wedding approaches and Betty's mother comes to her, bustling with reassurances, to help her with her wedding toilette. Betty is

strangely silent-- the silence of an anguish she dare not express, yet the portent of a terrible determination that she will never yield herself to Brice. The wedding dress is adjusted and Mrs. Morgan, unsuspecting the grim thoughts that fill her daughter's mind, goes down stairs to welcome the wedding guests, who arrive mostly on foot, some in rigs and a few on horseback. Betty's negro mammy senses something is wrong and tries to comfort Betty, who thanks her and dismisses her. Betty then gets out the derringer, contemplates it with tragic fascination, then kneels to pray beside the bed of her girlhood dreams.

Outside, the first faint breath of Virginia spring is in the air and through the open window Betty gazes out upon the familiar landscape of her childhood. Then she buries her face in her hands, one of which holds the weapon, and prays.

Meanwhile, Robert is riding furiously along the Richmond turnpike. Finally, he is hailed by "Bud" from the roadside, who excitedly tells him what is happening and how the land lies. The two mount and ride rapidly toward the Morgan place. Under "Bud's" guidance they let down the fence bars as they approach the Morgan mansion and detour through a thicket to an orchard that flanks the garden under Betty's room. There the two hold a quick council of war and agree on a plan of action.

Now, as Betty raises her eyes from prayer, hoping against hope, and takes a last look at the derringer which she now is about to use, she looks through the window and sees Robert lean cautiously from behind a great tree trunk at the edge of the orchard and peer anxiously at the house. In a wild, frenzy of joy Betty springs to her window and waves to him. Robert and

"Bud" have left their horses in the thicket and crept toward the house through the orchard. "Bud" has hurried into the house by the back way and up the back stairs to Betty's room, where he now tells her what to do, then darts down the stairs again and out to the Morgan stables. There he swiftly leads Betty's already-saddled horse into the orchard; his own horse has been left for Robert in the thicket. Then "Bud" hurries back to the house, turns loose the other saddle horses of the guests, which trot away down the road toward their homes, and cuts the traces of the guests' horses hitched to rigs.

Meanwhile, in the Morgan house, everything is ready for the ceremony. The guests are all seated downstairs; the parson is there, thumbing his prayer book; Brice, barbered and tailored elegantly, chats oilily and smugly in restless anticipation with Morgan pere; and now Mrs. Morgan mounts the stairs to give the bride the final touch.

Betty has torn off her bridal veil, stamped on it and flung it into a corner as a thing repulsive; has seized her bonnet and a cloak, and now she starts out into the upper hall to slip down the back stairs. But she is blocked in this as she hears her mother mounting the front stairs toward her room. Hurrying back into her room, Betty closes the door, locks it, rushes to the window and glances out in a flurry of panic. It is too high to jump safely, so she strips the sheets off her bed, knots them together with the counterpane and ties one end to the bedpost just as her mother knocks on the door. Betty answers that she will be there in a moment, takes one rapid glance of farewell around the room, crawls out of the window, slides down the improvised rope to the ground, rushes across the garden and orchard and into

Robert's waiting arms. Together they run to the thicket, getting Betty's horse on the way and Robert mounts "Bud's" horse. In a few seconds more they are through the thicket away from sight of the house, out upon the turnpike and headed at a gallop toward the Federal lines.

Meanwhile, Betty's mother waits for a space outside the bedroom door, impatiently tapping her foot and frowning nervously. Again she knocks and calls, gets no answer, tries the locked door, then hurries down stairs and summons her husband and Brice. The three rush up stairs to Betty's room, call and pound on the door, then the two men put their shoulders to it and burst it in.

During this turmoil Brice's wedding clothes and pomaded hair are badly disarrayed. The wedding veil, torn and crumpled in a corner and the improvised rope dangling from the window are the only traces of Betty, but they tell enough to the flustered Morgans and the near-bridegroom. The three rush down stairs and outdoors. By this time the house is in an uproar, for the guests have heard the clamor, and they scramble out on the heels of the Morgans and Brice. The first person the trio see outside the house is "Bud", who dashes around a corner of the house from the rear and announces shrilly that he just saw Betty on horseback ride away down the Richmond turnpike in the opposite direction from the one she and Robert really have taken. There is a confused scramble for the horses and vehicles, Brice getting more and more disheveled in the melee. Then a howl goes up as it is discovered that the saddle horses are gone and that the harness of the rigs has been put out of commission. Brice and the elder Morgan dash to the Morgan stables, but the few horses of the Morgans that are left on the place are in the distant pasture,

and worse, all the saddles and bridles are missing. Finally, the harness of one of the rigs is patched up and the elder Morgan, Brice and "Bud" leap into it and start off down the turnpike in the wrong direction. The guests disperse, some angry at the loss of their horses; all chattering over the scandal of it all. Mrs. Morgan totters into the house and collapses hysterically into the arms of the agitated parson. An hour later the elder Morgan, Brice and "Bud" drive back empty handed behind a jaded team. Brice is now a sartorial wreck and he and the elder Morgan stamp, fuming and crestfallen into the house, while "Bud" grins knowingly when they are not looking. Thus we leave the Morgan family.

Robert and Betty ride on and later, under cover of the night, get through the Confederate lines. Robert recovers his Federal coat and hat and presently they are challenged by the Federal pickets. Robert shows his pass for himself and a lady and they are allowed to proceed. Soon they ride up to Colonel Bradford's headquarters where Robert, true to his promise, surrenders himself as a prisoner of war. Colonel Bradford escorts Betty to a farm house back of the Federal lines where she is temporarily domiciled. A few days later the Federal army launches its final stroke at the Rebels, Lee surrenders to Grant at Appomattox a few miles distant, the Civil War is ended, Robert is released and he and Betty are re-united. They are married in a quaint little Southern parsonage, with Colonel Bradford as a witness and at last go to live at "Heart's Desire" and Robert plays to Betty on his cello as they watch the sunset. With the coming of Fall, however, Betty begins to fade. Medical skill is powerless and one evening as Robert plays the melodies she loves she sighs faintly, closes her eyes and ceases to breathe. Robert now becomes a restless, grief-worn

wanderer. He comes to New York, plunges feverishly into the pursuit of his career and as the years pass becomes famous as a critic of art and letters and a writer of international renown. But not even this brilliant career and the lionizing that goes with it can assuage the heart hunger that came when She went. No other woman comes into his life to efface the image of Betty in his heart. Finally, he retreats to the old house in Greenwich Village, surrounds himself with his literary and art treasures and there, in comparative retirement, he secludes himself with the Memory of her who is gone.

Under his direction a famous artist friend of his has painted a life size picture of Betty and this hangs on the wall in his library, shrouded behind heavy velvet curtains. He never unveils it to outsiders, but every evening, alone, he draws back the curtains and to the picture he plays on his cello the old love melodies as he played them at "Heart's Desire" to his bride of long ago.

---

Gray and Sylvia have listened, fascinated, thrilled, profoundly moved by the Old Man's recital. As it progresses Gray moves nearer to Sylvia; his hand touches hers, presses it; now he clasps hers tightly, then moves closer, puts an arm about her, then draws her to his side. She presses his other hand to her breast and tears flood her eyes as the Old Man finishes his story.

"And now I shall tell you why I asked you to come here," the Old Man says softly, as he leans forward, takes one of Sylvia's hands, and looks earnestly into her tear-dimmed eyes. "When I saw you there tonight it seemed as though a miracle had

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

been wrought -- as though the dead had come to life. You have her face, her hair, her eyes, her lips. You are She. Look! I shall show you."

The Old Man rises and walks unsteadily to the wall nearby and pulls back the curtains before the picture of Betty. It is an exact likeness of Sylvia -- even the dress that she now wears is the same. Gray moves away from Sylvia to where she can see her and the picture. Sylvia looks at it and them at Gray who is spellbound with the miraculous resemblance. Then the Old Man tenderly draws the curtains and comes back to where they are, unable to shake off the spell of it all. As the Old Man resumes his chair, Sylvia rises quietly and tiptoes out of the room. The Old Man follows her with his eyes, then gazes into the fire, wrapped in reverie. Gray takes the manuscript of his highbrow scenario from his pocket and looks at it. It seems very artificial and unclean and false now. As Sylvia re-enters, clad now in her own clothes and reverently carrying Betty's dress, Gray tosses the manuscript into the fire and he and Sylvia smile understandingly.

Gray and Sylvia prepare to leave and the Old Man tells them they must come back often. He kisses Sylvia tremblingly but smiling and grips Gray's hand as the two leave. The Old Man sees them to the door, they turn for a last glimpse of him silhouetted against the firelight, then step out into the tawdry, matter-of-fact New York City street. The transformation from the atmosphere of the Old Man's story of Long Ago is stunning and they walk away silently, still under the magic of the strange adventure. It has started to snow but they scarcely notice it as they go on automatically toward Washington Square. Gray puts an arm around Sylvia

and holds her close and she clings to him affectionately. They start to cross the square, now deserted, still unmindful of the snow. Finally, Sylvia turns timidly to Gray and they stop, his arm still about her.

"Haven't you found that simple romance is very real and that old-fashioned romance is the best after all?" she asks him with a radiant, adorable smile.

"Yes, darling," he answers. "I've found the story for your new picture too, dear. And best of all I've found myself and YOU- my 'Heart's Desire'." He puts both arms around her now; she clasps hers around his neck and there, in old Washington Square, he kisses her again and again on the lips as the snow piles up unheeded on their hats and shoulders.

---

POSTAL TELEGRAPH – COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT

# TELEGRAM

DELIVERY NO. 303

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

*This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram).* Form 16

79GS UX 750AM 93 NL NL

GS LOSANGELES CAL DEC 11 18

A H L BANZHAF

2 RECTOR ST NEWYORK

HAVE LONG WIRE FROM ELLIOTT CONCERNING CENSORSHIP MATTER IN CHICAGO
HAVE ADVISED EMPLOYMENT OF MARTIN W LITTLETON FOR AT LEAST
ONE HEARING ADVISE WHAT YOU THINK BEST ABSOLUTELY NECESSARY
THAT I RECEIVE AN ANSWER CONCERNING THE MONEY OF THE HUN
WITHIN WE MUST KEEP THESE MONEY MATTERS CLEANED UP THESE
PEOPLE HAVE NO MORE MONEY THAN THEY NEED THESE ARE
DANGEROUS TIMES AND WE MAY GET STUNG AT ANY MOMENT
THEY ARE BACK IN PAYMENT ON MANY MATTERS THAT YOU
KNOW NOTHING ABOUT AND WE CANNOT ALLOW ANY OF THIS TO GO OVER

D W GRIFFITH

Bryant 1963

OFFICES OF THE
D. W. GRIFFITH
ATTRACTIONS
LONGACRE BLDG.
BROADWAY AND 42ND STREET.
NEW YORK CITY
TELEPHONE: BRYANT 5293-5294

THE BIRTH OF A NATION

J. J. McCARTHY
GENERAL MANAGER

INTOLERANCE

THEODORE MITCHELL
GEN'L PRESS REPRESENTATIVE

D.W. to file

December 11th,1918.

Mr. D.W. Griffith,
4500 Sunset Blvd.,
Los Angeles,
Cal.

My dear Mr. Griffith:-

Pursuant to conversation between Mr. McCarthy and yourself I enclose herewith a list of different territories to which "INTOLERANCE" has been leased for long terms ranging from five (5) to ten (10) years, including both foreign and domestic contracts. If there is any other information you desire on the subject, kindly let me know.

Yours very truly,

ASR:MCC
*Encl.

## FOREIGN RIGHTS " INTOLERANCE "

| | | |
|---|---|---|
| South America, Central America, Panama Canal Zone & Entire West Indies | Saenz & Mai | 6 yrs. |
| South Africa, | Emile Wertheimer | 6 yrs. |
| Great Britain, | Emile Wertheimer | 6 yrs. |
| Holland, | Robertson-Cole Co. | 5 yrs. |
| Egypt, | Masters Productions Ltd. | 5 yrs. |
| Norway, Sweden, Denmark & Finland. | John Oleson & Co. | 6 yrs. |
| Canada, | Basil Corporation | 10 yrs. |
| Spain, Greece, Portugal, Rumania, Bulgaria, European Turkey, | Gaytis & Mosco | 6 yrs. |
| Italy, | Cazzulino, | 6 yrs. |
| Indian, Burma, Ceylon, Malay Peninsula, Dutch East Indies, Hong Kong, Korea, Phillippines, Siam, Indo China, Japan & Straight Settlements. | Robertson-Cole Co. | 5 yrs. |

## DOMESTIC RIGHTS " INTOLERANCE "

| | | |
|---|---|---|
| Oregon, Washington, Idaho, and Montana, | De Luxe, | 10 yrs. |
| California, Nevada, Arazona, | All Star, | 10 yrs. |
| Wisconsin, Iowa, Minnesota, North Dakota, & South Dakota. | Westcott, | 10 yrs. |

Please note that in addition to the above "Intolerance" is now being handled for the Wark Producing Corporation by Mr. Bowles in France.

| | | | |
|---|---|---|---|
| (1) | | $ 27,500. | $ 5,000. |
| (2) | 1 1,500 | | 7,155. |
| (3) | 1 29,000 | | 130,145.85 |
| (4) | | 6,000. | 6,000. |
| (5) | | 2,350. | 2,000. |
| (6) | | 10,000. | 12,000. |
| (7) | | 20,375. | 20,000. |
| (8) | | 15,000. | 15,000. |
| (9) | 1 4,750 | | 13,084.33 |
| (10) | | 13,000. | 13,000. |

| | | | |
|---|---|---|---|
| (1) | | 15,000. | 15,000. |
| (2) | &25% in excess of | " | |
| | &25% in excess of | 20,000. | 20,652.96 |
| (3) | &15% in excess of | 30,000. " | 30,000. |

Form 2

# WESTERN UNION TELEGRAM

GEORGE W. E. ATKINS, VICE-PRESIDENT — NEWCOMB CARLTON, PRESIDENT — BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

SEND the following Telegram, subject to the terms on back hereof, which are hereby agreed to _____ 191__

To _____

FROM WEINER MANAGER ZIEGFELD CHICAGO THEATRE THAT GREATEST THING IN LIFE UNQUALIFIED SUCCESS FROM START TO FINISH COPY HIS LETTER WILL BE FORWARDED WASHINGTON OPENS NEXT WEEK FLYNN COOPERATION THERE ON ADVERTISING AND COOPERATING HERE WITH LONG FOR STRAND OPENING

BANZHAF

2 Rector Street N Y C

SENDER'S ADDRESS FOR ANSWER — SENDER'S TELEPHONE NUMBER

Form 2

# WESTERN UNION TELEGRAM

Reads

GEORGE W. E. ATKINS, VICE-PRESIDENT — NEWCOMB CARLTON, PRESIDENT — BELVIDERE BROOKS, VICE-PRESIDENT

| RECEIVER'S No. | TIME FILED | CHECK |
|---|---|---|
| | | |

SEND the following Telegram, subject to the terms on back hereof, which are hereby agreed to ~~December 12 1918~~ 191__

To DAVID W GRIFFITH HOTEL ALEXANDRIA

LOS ANGELES CALIFORNIA

~~BELIEVE LITTLETON TOO EXPENSIVE FOR CHICAGO AND NOT NOW SUFFICIENTLY STRONG POLITICALLY TO BE EFFECTIVE THERE MITCHELL WILL GO WITH FACTS FOR ARGUMENT ALSO TO GET NEWSPAPER SUPPORT STOP F FOUR BALANCE WILL BE PAID TOMORROW DIVIDEND WILL NOT BE DECLARED UNTIL FEBRUARY OR MARCH DEPENDENT UPON TAX LEGISLATION~~ IS TAYLOR ENTITLED TO THREE PERCENT NET PROFITS AS ROYALTY STOP FLYNN HAS REPORT

SENDER'S ADDRESS FOR ANSWER — SENDER'S TELEPHONE NUMBER

# D. W. GRIFFITH'S
## SOUL-STIRRING SPECTACLE
# HEARTS OF THE WORLD

W. E. BURLOCK,
Managing Director for Europe.

Offices: 73 SAVOY HOTEL.
Telephone: Gerrard 4343.

LONDON, December 12th 1918.

D.W. Griffith Esq.,
Hotel Alexandria,
Los Angeles,
California.

Dear Mr Griffith,

The W.O.C.C. have informed me that owing to the end of the war, they are endeavouring to wind up the Committee, and, consequently, would be glad to sell you their interest in "Hearts of the World." after Jan. 1-1919

Egypt has been sold this week for £600 cash, ~~in addition to~~ including one copy, and India and South Africa, I hope, will also be sold before January 1st.

I am enclosing a supplementary list of bookings which, in addition to those sent you heretofore, will give you an idea of how matters stand here. It does not seem to me that the end of the war has hurt the picture materially, and I believe that the United Kingdom should bring in, within the next twelve months, a profit of from ten to fifteen thousand pounds. What portion of that would have to be paid in taxes is a matter which no one can tell, as there will undoubtedly be very material changes after the election in all matters of that kind.

The W.O.C.C. have asked me to lay the situation before you, and to ask if you would care to give £5,000 for all their rights after December 31st. On that date we will have between twenty and twenty-two thousand pounds to divide, this being the proceeds of the Canadian, Australian and Egyptian leases, and the profits in the United Kingdom. Personally, I think that they would take considerably less, but that is the figure they are asking.

As I cabled you, I have at last been given permission for you to use the pieces of film you sent to Lord Beaverbrook without any charge. Your cable to Sir William Jury, suggesting that whatever price you would have to pay for the use of this film to be added to your donation to the King's fund, arrived today. At first Sir William was inclined to ask that another £200 be added on that score, but I have [redacted] induced him to agree that you should

# D. W. GRIFFITH'S
## SOUL-STIRRING SPECTACLE
# HEARTS OF THE WORLD

W. E. BURLOCK,
Managing Director for Europe.

**Offices: 73 SAVOY HOTEL.**
Telephone: Gerrard 4343.

LONDON, December 12th. 191



use it for nothing, and that your donation should remain at £200.

Trusting you are very well,

I am,

Yours faithfully,

W E Burlock

COPY OF LETTER FROM COPENHAGEN

H. World 2 Foreign

December 13th, 1918.

Famous Players-Lasky Corporation,
485 Fifth Avenue,
New York City, N.Y.

Gentlemen:

Under date of November 29th I cabled you as follows:

"HEARTS WORLD REJECTED CENSORS DENMARK
AM ARRANGING TO APPEAL DECISION STOP PRINT
NOW GOING SWEDEN"

After considerable delay the Danish censors finally rendered their decision, but unfortunately unfavorable to us, greatly to our surprise, as the production had been most carefully prepared with respect to cuts and titling in order to con--form with any reasonable neutrality requirement. The Board of Censors viewed the production several times, each time after various cuts and changes had been made in accordance with their suggestions and requests. At the last showing it was expected that we would receive their O.K., but on the contrary they simply rejected the film on the ground that there were German uniforms in it. We found this decision very unsatisfactory as well as aggravating, as they surely could have rendered this decision after the first showing thus avoiding considerable delay and unnecessary trouble.

Mr. Madsen and I have decided to appeal the censors' decision and submit the matter to the proper government department. I have also decided to bring the matter to the attention of the American and British legations here, as I believe that they are not satisfied to see this particular production turned down for the reasons as stated. I am enclosing herewith a translation of Mr. Madsen's letter.

In the meantime the sample print has been sent to the Board of Censors at Stockholm.

Respectfully yours,

FAMOUS PLAYERS-LASKY CORPORATION

(signed) Ingvald C. Oes

from Mr Shaw

TELEPHONE-
GERRARD 7916.

19, 20 & 21, TOWER STREET,
UPPER ST. MARTIN'S LANE,
LONDON, W.C. 2.

WFJ/GF,

14th.December 1918.

G.W.Griffiths Esq.,
Alexandra Hotel,
Los.Angeles,
CALIFORNIA.
U.S.A.,

My dear Griffiths,

Many thanks for your cablegram received in which you state you will contribute £200. to the Disabled Soldiers and Sailors Fund of this country. I am sure that everyone here will be delighted with your contribution.

I regret to hear that there has been so much suffering in the U.S.A, from the terrible epidemic, but I understand from the news to hand that it is decreasing very rapidly, which I sincerely hope is true. I quite understand that there must have been severe losses by the Theatres being closed for 4/5 weeks, but my best wishes are with you and ~~in~~ the U.S.A., that your business may get back quickly to the normal, and then go in increasing rapidly.

As regards your cable of the 9th.December in which you refer to the piece of film you require censored, I instructed Mr.Burlock to cable you immediately that same was passed.

In reference to your suggestion as to settling a price on same to be handed over to the Charity Fund, this is a matter I am leaving entirely to you, and whatever you suggest will be agreeable at this end.

"HEARTS OF THE WORLD". In reference to the bookings on this subject, I consider that Mr.Burlock has done some very good deals in this country and the prices worked out very well. You will quite understand that we had had four years of War practically before the film came on the market here which is entirely different to the position in America, and taking that matter into consideration I consider the bookings and business of "HEARTS OF THE WORLD"

TELEPHONE-
GERRARD 7916.

19, 20 & 21, TOWER STREET,
UPPER ST. MARTIN'S LANE,
LONDON, W.C. 2.

WFJ/GF,

14th.December 1918.



G.W.Griffiths Esq.,
CALIFORNIA.

quite good for this end. You will have heard from Mr. Burlock that I did a good deal for Australia and Canada, and I have completed a deal this week for Egypt. For South Africa I turned down the price that was offered, thinking the price was not good enough, but I regret to say that they will not make the same offer again, in fact they say they do not want the film for South Africa now. For India I am still negotiating, and I may be able to settle a fairly good deal there.

We intend during the next week to have a thorough good go in at getting the smaller bookings for "HEARTS OF THE WORLD", and probably we may have a good run on same.

Many thanks for all your kindnesses. I trust you are keeping well.

Kind regards and best wishes.

Yours faithfully,

December 14, 1918

Mr. Fulton Brylawski,
Jenifer Bldg.,
Washington, D. C.

Dear Mr. Brylawski:

I am enclosing herewith typewritten synopsis of the Dorothy Gish Paramount-Artcraft Picture entitled "The Hope Chest." Two copies of this picture were shipped to you on November 13th for copyright purposes.

Yours very truly,

D. W. GRIFFITH STUDIO

By

Manager

ECB-W

U. S. TREASURY DEPARTMENT.
Customs Cat. No. 7525.
T. D. 35969.—FORM WTB 105.

(For United States Customs and War Trade Board.)

# SHIPPER'S EXPORT DECLARATION

## OF MERCHANDISE SHIPPED TO FOREIGN COUNTRIES OR NONCONTIGUOUS TERRITORIES OF THE U. S.

☞ Clearance will not be granted until shipper's declaration has been filed with the Collector of Customs.
U. S. Government export statistics are compiled from this declaration and it must be correct.

This space for use of Customs.
No. .....
(Code No. Dist.) (Port.)

**Goods shipped by** D. W. GRIFFITH STUDIO
(Name of actual shipper.)

**Address** 4500 Sunset Blvd. (Number.) (Street.) (City.) (State.) **From** Los Angeles, Calif. (Place of original shipment.)

**Via** American Ry. Express (Carrier from interior point, if any.) **For shipment on the** ..... (Name of carrier. If vessel, give name, motive power, and flag if known.)

**From** Detroit, Mich (U. S. Customs port of exportation.) **To ultimate foreign destination** Toronto, Canada., (City.) (Country.)

| Marks and numbers. | Number and kind of packages, e. g., 17 crates, 40 boxes, 60 cases, 75 bags, 90 barrels, etc. | COMMODITY. Describe the articles fully, as canned pork, printed cotton cloth, printing presses, apples, etc. General terms such as meats, dry goods, machinery, fruits, etc., will not be accepted. Read instructions on back. | War Trade Board Code number. | Quantity (net weight only). State in standard export units, as lbs., tons (of 2,240 lbs.), gallons, yards, bushels, barrels, etc. | Value at time and place of shipment. U. S. Products, including foreign goods altered or remanufactured in the United States. | Foreign Products in same condition as imported. |
|---|---|---|---|---|---|---|
| | | | | | DOLLARS ONLY. | |
| W. T. B. EXPORT LICENSE | NO. R.A.C.#8. | DATE OF EXPIRATION. | | 1, 191 | | |
| 4 Wooden boxes consigned to Famous Players-Lasky Corporation. Royal Bank Bdg Toronto, Canada. | 4 Wooden Boxes) | Positive Motion Picture Film "Greatest Thing in Life" - 4 prints - 7 reels per print Total - 28 reels. | | 27892 ft. | $2231.00 | |
| D-3 | | | | | | |
| | | "GOODS MADE IN U.S.A. TO BE RETURNED | | | | |

Waybill or manifest
No. ....., ....., 191

I CERTIFY that above-described goods were shipped as stated herein except as otherwise noted,
....., 191 ....., *Inspector of Customs.*

I, the undersigned, solemnly and truly declare that the above statement is a complete, just, and true account of all merchandise shipped by the party named; on board the vessel, car, or vehicle; and to the place or country named above; and that the description and quantity of each article is truly stated and that the values thereof are the actual costs or true market values at the time and place of shipment for exportation; I further declare that none of the merchandise described above is to be laden on any other vessel in port than that named above or transshipped on the high seas except as fully stated above; I further declare that none of said merchandise is shipped or to be delivered in violation of any of the provisions of the "Trading with the Enemy" act, approved October 6, 1917; that Famous Players-Lasky Corporation, of Toronto, Canada is the actual consignee of the said merchandise, and that if the shipment is made to a bank or other broker, factor, or agent, that Famous Players Exchange of Calgary, Montreal and Toronto (Name.) (Address.), is the actual consignee on whose account the shipment is made.

Sworn and subscribed to before me

(Signature) D. W. GRIFFITH STUDIO

on December 14, 1918

(Capacity) E. C. Bidwell
(Member of firm, secretary, agent, etc.) MANAGER.

Geo. H. Schneider
(Deputy collector, notary public, etc.)
My Commission Expires August 31, 1921

(Address)

61—448

# INSTRUCTIONS.

## Read carefully to avoid delay at shipping point.

**This form must be prepared in quadruplicate for all merchandise shipped to a foreign destination except shipments in transit through the United States from one foreign country to another and in duplicate for merchandise shipped between the United States and its noncontiguous territory.** When merchandise is shipped foreign, four copies of this form must be presented to the collector of customs for each consignment. The collector will retain the original and one copy and deliver the other two copies to the shipper. The shipper will present one copy to the steamship company and deliver the other copy with the goods to the inspector of customs on the dock, without which no goods will be received. The copy delivered to the steamship company must accompany the goods on their voyage and be delivered by the master to the American Consular officer with the manifest at the port of discharge. The copy delivered to the inspector of customs upon which he will make his notifications of short shipment, etc., must be delivered to the vessel to be attached to the manifest delivered to the collector upon clearance.

**Export license number and date of expiration must appear immediately above goods shipped thereunder.**

The War Trade Board code number of the article given on the export license must be inserted after each commodity in the column following the description on the face of this form.

If goods are to be delivered to other vessels in port or transhipped on the high seas, the articles, quantities, and values, and name and address of person, corporation, vessel, Government, etc., to whom transferred or delivered, must be stated on this form.

1. **Shipments from interior points for exportation.**—If shipped on a through bill of lading, the shipper must prepare the original export declaration in quadruplicate for foreign shipments and in duplicate for shipments between the United States and its noncontiguous territories and deliver forms to the carrier to accompany the shipping papers to the port of exportation. If shipped on a local bill of lading, the declarations may be attached thereto or mailed separately to the consignee at the seaboard.

(*a*) If the shipper prefers, he may place the original declaration, but not the carrier's extract, in a sealed envelope addressed to the Collector of Customs with his name indorsed thereon and the fact of sealing noted on the declaration and deliver it with the extract to the carrier. If goods are consigned to an agent at the seaboard for transshipment and exportation the shipper may mail the declaration and extract properly prepared direct to the agent.

(*b*) Upon arrival of the goods at the port of exportation, the carrier must immediately deliver the original declarations, sealed and unsealed, and the carrier's extracts to the Collector of Customs who will retain the original and certify the extract and return it to the carrier, vessel, or party named to attend to exportation.

2. **Exporting vessel or carrier.**—Care should be exercised in receiving goods destined for foreign countries or noncontiguous territories not accompanied by certified extracts or original declarations, as clearance will not be granted until the export declarations have been filed with the Collector. The copy must be attached to the vessel's manifest or car manifest or copy of waybill when presented for clearance.

3. **Before a clearance shall be granted for any vessel** bound to a foreign port, the owners, shippers, or consignors of the cargo of such vessel shall deliver to the Collector manifests (or declarations) of the cargo or the parts thereof shipped by them respectively, and shall verify the same by oath. Such manifest (or declarations) shall specify the kinds, quantities, and values of the articles and the foreign port or country of destination. (See sec. 4200, Rev. Stats., U. S.)

If any vessel bound to a foreign port departs on her voyage without delivering manifest and obtaining clearance, the master or other person in charge shall be liable to a penalty of $500 for every such offense. (See sec. 4197, Rev. Stats., U. S.)

Similar provisions apply to exportations by rail, vehicle, or ferry. (See sec. 1, act March 3, 1893.)

4. **The shipper must prepare this export declaration** and sign the four copies and the oath be taken on the original before a customs officer, notary, or other authorized officer. The declaration must be signed by the shipper, but the oath may be omitted on shipments to Canada or Mexico by car, vehicle, or ferry. If the declaration is executed by an agent for the shipper the authority must be in writing on this declaration or other document filed with the Collector. The values and names of shippers may be omitted from the copies to be delivered to transportation company, but must always appear on the original and the copy for use of War Trade Board. The original is for the use of customs officers and will be treated as confidential and information not disclosed without written authority of the shipper or his agent. Export statistics are compiled from these declarations and all data required on the prescribed form must be furnished.

5. **Domestic articles exported.**—The value of all articles grown, produced, or manufactured in whole or part in the United States must be stated in the column of "U. S. Products."

6. **Foreign articles exported.**—The value of articles of foreign origin shipped out of the United States in the same condition as imported must be stated in the column of "Foreign Products." If foreign articles are subjected to any process of manufacture or alteration in the United States they become United States products and must be reported as such. Thus: Imported raw sugar refined in the United States should be reported as a domestic product.

7. **The value of articles** to be stated is the selling price or the true market value at the time and place of shipment for exportation.

8. **Description of articles exported** must be accurate and complete. General terms such as dry goods, groceries, meats, machinery, millinery, etc., will not be accepted. In the case of cheese the declaration must state whether filled or unfilled, oleomargarine whether colored or uncolored, butter whether pure, adulterated, or renovated.

9. **The kind of packages** as boxes, barrels, etc., and the net weight exclusive of outer coverings, must be specified.

10. **The total quantity** of each article expressed in the usual measure of pounds, tons of 2,240 pounds, yards, gallons, etc., must be stated. Domestic spirits exported must be stated in gallons of 50 per cent alcoholic strength.

11. **The country of final destination of goods**—that is, the country to which goods are sold—must be shown. Special care should be exercised to state the final destination of goods shipped through Canada to Europe, and of goods to be transshipped in the United Kingdom, the Netherlands, Germany, and France en route to other countries.

12. **Inspection certificates.**—Process butter or butter adulterated or renovated must be accompanied by certificate of purity issued by the United States inspector of dairy products. Certificate of inspection must be presented to the Collector for meat and meat food products exported when required by the regulations of the Department of Agriculture.

13. **Export schedule B** may be obtained free of charge from the Bureau of Foreign and Domestic Commerce, Department of Commerce, Washington, D. C., and will be of much assistance to exporters.

14. **Sale and printing of blanks.**—Shippers export declarations may be obtained from Collectors of Customs at the price of 25 cents per block of 100. The export declarations may be printed by private parties providing they conform strictly to the official form in width, wording, color, and arrangement.

**To the Collector:** I hereby authorize.....

address ....., to act as my agent for customs purposes in the exportation of the within-described goods. Please deliver the certified duplicate accordingly.

.....

*Shipper.*

61—448

MU

Form 132 2-18

(For United States Customs and War Trade Board)

# SHIPPER'S EXPORT DECLARATION

## of Merchandise Shipped to Foreign Countries or Non-Contiguous Territories of the U. S.

This space for use of Customs

No. _____

(Code No. Dist.) (Port.)

Clearance will not be granted until shipper's declaration has been filed with the Collector of Customs.
U. S. Government export statistics are compiled from this declaration and it must be correct.

**Goods Shipped by** D W Griffith Studio
(Name of actual shipper)

**Address** 4500 Sunset Blvd **From** Los Angeles Cal
(Number.) (Street.) (City.) (State.) (Place of Original Shipment.)

**Via** American Ry Express **For shipment on the**
(Carrier from interior point, if any.) (Name of carrier. If vessel, give name, motive power, and flag if known.)

**From** Detroit Mich **To ultimate foreign destination** Toronto, Canada
(U. S. Customs port of exportation.) (City.) (Country.)

| Marks and Numbers | Number and kind of packages, e.g., 17 crates, 40 boxes, 60 cases, 75 bags, 90 barrels, etc. | COMMODITY. Describe the articles fully, as canned pork, printed cotton cloth, printing presses, apples, etc. General terms such as meats, dry goods, machinery, fruits, etc., will not be accepted. Read instructions on back. | War Trade Board Code Number | Quantity (net weight only.) State in standard export units, as lbs., tons (of 2,240 lbs.), gallons, yards, bushels, barrels, etc. | Value at time and place of shipment: U. S. Products including foreign goods altered or remanufactured in the United States | Value at time and place of shipment: Foreign Products in same condtion as imported. |
|---|---|---|---|---|---|---|
| | | | | | Dollars | Only |
| W. T. B. Export License | No. RAC #8 | Date of expiration | | 1, 191 | | |
| 4 Wooden Boxes consigned to Famous Players-Lasky Corporation Royal Bank Bldg. Toronto Canada | 4 Wooden Boxes | Positive Motion Picture Film "Greatest Thing in Life" - 4 prints - 7 reels per print. Total 28 reels | | 27892 | $2231 | |

Waybill or manifest

No _____; _____, 191

I certify that above-described goods were shipped as stated herein except as otherwise noted.

_____, 191 _____, Inspector of Customs.

I, the undersigned, solemnly and truly declare that the above statement is a complete, just, and true account of all merchandise shipped by the party named; on board the vessel, car, or vehicle; and to the place or country named above; and that the description and quantity of each article is truly stated and that the values thereof are the actual costs or true market values at the time and place of shipment for exportation; I further declare that none of the merchandise described above is to be laden on any other vessel in port than that named above or transshipped on the high seas except as fully stated above; I further declare that none of said merchandise is shipped or to be delivered in violation of any of the provisions of the "Trading with the Enemy" act, approved October 6, 1917; that Famous Players-Lasky Corporation, of Toronto, Canada is the actual consignee of the said merchandise, and that if the shipment is made to a bank or other broker, factor, or agent, that Famous Players ~~Exchange~~ of Calgary, Montreal & Toronto is the actual consignee on whose account the shipment is made.
(Name.) (Address.)

Sworn and subscribed to before me

on ....., 191

(Signature) D W Griffith Studio

(Capacity) By ..... (Member of firm, secretary, agent, etc.) Manager

.....(Address).....

(Deputy collector, notary public, etc.)

# INSTRUCTIONS.

## Read carefully to avoid delay at shipping point.

This form must be prepared in quadruplicate for **all** merchandise shipped to a foreign destination, **except shipments** in transit through the United States from one foreign country to another, and in duplicate for merchandise shipped between the United States and its noncontiguous territory. When merchandise is shipped foreign, four copies of this form must be presented to the collector of customs for each consignment. The collector will retain the original and one copy and deliver the other two copies to the shipper. The shipper will present one copy to the steamship company and deliver the other copy with the goods to the inspector of customs on the dock, without which no goods will be received. The copy delivered to the steamship company must accompany the goods on their voyage and be delivered by the master to the American Consular officer with the manifest at the port of discharge. The copy delivered to the inspector of customs upon which he will make his notifications of short shipment, etc., must be delivered to the vessel to be attached to the manifest delivered to the collector upon clearance.

**Export license number and date of expiration must appear immediately above goods shipped thereunder.**

The War Trade Board code number of the article given on the export license must be inserted after each commodity in the column following the description on the face of this form.

If goods are to be delivered to other vessels in port or transshipped on the high seas, the articles, quantities, and values, and name and address of person, corporation, vessel, Government, etc., to whom transferred or delivered, must be stated on this form.

**1. Shipments from interior points for exportation.**—If shipped on a through bill of lading, the shipper must prepare the original export declaration in quadruplicate for foreign shipments and in duplicate for shipments between the United States and its noncontiguous territories and deliver forms to the carrier to accompany the shipping papers to the port of exportation. If shipped on a local bill of lading, the declarations may be attached thereto or mailed separately to the consignee at the seaboard.

(a) If the shipper prefers, he may place the original declaration, but not the carrier's extract, in a sealed envelope addressed to the Collector of Customs with his name indorsed thereon and the fact of sealing noted on the declaration and deliver it with the extract to the carrier. If goods are consigned to an agent at the seaboard for transshipment and exportation the shipper may mail the declaration and extract properly prepared direct to the agent.

(b) Upon arrival of the goods at the port of exportation, the carrier must immediately deliver the original declarations, sealed and unsealed, and the carrier's extracts to the Collector of Customs who will retain the original and certify the extract and return it to the carrier, vessel, or party named to attend to exportation.

**2. Exporting vessel or carrier.**—Care should be exercised in receiving goods destined for foreign countries or noncontiguous territories not accompanied by certified extracts or original declarations, as clearance will not be granted until the export declarations have been filed with the Collector. The copy must be attached to the vessel's manifest or car manifest or copy of waybill when presented for clearance.

**3. Before a clearance shall be granted for any vessel** bound to a foreign port, the owners, shippers, or consignors of the cargo of such vessel shall deliver to the Collector manifests (or declarations) of the cargo or the parts thereof shipped by them respectively, and shall verify the same by oath. Such manifest (or declarations) shall specify the kinds, quantities, and values of the articles and the foreign port or country of destination. (See sec. 4200, Rev. Stats., U. S.)

If any vessel bound to a foreign port departs on her voyage without delivering manifest and obtaining clearance, the master or other person in charge shall be liable to a penalty of $500 for every such offense. (See sec. 4197, Rev. Stats., U. S.)

Similar provisions apply to exportations by rail, vehicle, or ferry. (See sec. 1, act March 3, 1893.)

**4. The shipper must prepare this export declaration** and sign the four copies and the oath be taken on the original before a customs officer, notary or other authorized officer. The declaration must be signed by the shipper, but the oath may be omitted on shipments to Canada or Mexico by car, vehicle, or ferry. If the declaration is executed by an agent for the shipper the authority must be in writing on this declaration or other document filed with the Collector. The values and names of shippers may be omitted from the copies to be delivered to transportation company, but must always appear on the original and the copy for use of War Trade Board. The original is for the use of customs officers and will be treated as confidential and information not disclosed without written authority of the shipper or his agent. Export statistics are compiled from these declarations and all data required on the prescribed form must be furnished.

**5. Domestic articles exported.**—The value of all articles grown, produced, or manufactured in whole or part in the United States must be stated in the column of "U. S. Products."

**6. Foreign articles exported.**—The value of articles of foreign origin shipped out of the United States in the same condition as imported must be stated in the column of "Foreign Products." If foreign articles are subjected to any process of manufacture or alteration in the United States they become United States products and must be reported as such. Thus: Imported raw sugar refined in the United States should be reported as a domestic product.

**7. The value of articles** to be stated is the selling price or the true market value at the time and place of shipment for exportation.

**8. Description of articles exported** must be accurate and complete. General terms such as dry goods, groceries, meats, machinery, millinery, etc., will not be accepted. In the case of cheese the declaration must state whether filled or unfilled, oleomargarine whether colored or uncolored, butter whether pure, adulterated, or renovated.

**9. The kind of packages** as boxes, barrels, etc., and the net weight exclusive of outer coverings, must be specified.

**10. The total quantity** of each article expressed in the usual measure of pounds, tons of 2,240 pounds, yards, gallons, etc., must be stated. Domestic spirits exported must be stated in gallons of 50 per cent. alcoholic strength.

**11. The country of final destination of goods**—that is, the country to which goods are sold—must be shown. Special care should be exercised to state the final destination of goods shipped through Canada to Europe, and of goods to be transshipped in the United Kingdom, the Netherlands, Germany, and France en route to other countries.

**12. Inspection certificates.**—Process butter or butter adulterated or renovated must be accompanied by certificate of purity issued by the United States inspector of dairy products. Certificate of inspection must be presented to the Collector for meat and meat food products exported when required by the regulations of the Department of Agriculture.

**13. Export schedule B** may be obtained free of charge from the Bureau of Foreign and Domestic Commerce, Department of Commerce, Washington, D. C., and will be of much assistance to exporters.

**14. Sale and printing of blanks.**—Shippers export declarations may be obtained from Collectors of Customs at the price of 25 cents per block of 100. The export declarations may be printed by private parties providing they conform strictly to the official form in width, wording, color, and arrangement.

**To the Collector:** I hereby authorize.....

address.....,

to act as my agent for customs purposes in the exportation of the within-described goods. **Please deliver the certified duplicate accordingly.**

.....

**Shipper.**

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

U. S. TREASURY DEPARTMENT.
Customs Cat. No. 7525.
T. D. 35969.—FORM WTB 105.

(For United States Customs and War Trade Board.)

# SHIPPER'S EXPORT DECLARATION

## OF MERCHANDISE SHIPPED TO FOREIGN COUNTRIES OR NONCONTIGUOUS TERRITORIES OF THE U. S.

☞ Clearance will not be granted until shipper's declaration has been filed with the Collector of Customs.
U. S. Government export statistics are compiled from this declaration and it must be correct.

This space for use of Customs.
No. .....
(Code No. Dist.) (Port.)

**Goods shipped by** D. W. GRIFFITH STUDIO
(Name of actual shipper.)

**Address** 4500 Sunset Blvd., (Number.) (Street.) (City.) (State.) **From** Los Angeles, Calif. (Place of original shipment.)

**Via** American Ry Express (Carrier from interior point, if any.) **For shipment on the** ..... (Name of carrier. If vessel, give name, motive power, and flag if known.)

**From** Detroit, Mich. (U. S. Customs port of exportation.) **To ultimate foreign destination** Toronto, Ontario, Canada (City.) (Country.)

| Marks and numbers. | Number and kind of packages, e. g., 17 crates, 40 boxes, 60 cases, 75 bags, 90 barrels, etc. | COMMODITY. Describe the articles fully, as canned pork, printed cotton cloth, printing presses, apples, etc. General terms such as meats, dry goods, machinery, fruits, etc., will not be accepted. Read instructions on back. | War Trade Board Code number. | Quantity (net weight only). State in standard export units, as lbs., tons (of 2,240 lbs.), gallons, yards, bushels, barrels, etc. | Value at time and place of shipment. U. S. Products, including foreign goods altered or remanufactured in the United States. | Foreign Products in same condition as imported. |
|---|---|---|---|---|---|---|
| | | | | | DOLLARS ONLY. | |
| W. T. B. EXPORT LICENSE NO. R.A.C.#8 | | , DATE OF EXPIRATION. | | 1, 191 | | |
| 4 Wooden Boxes | 4 Wooden | Postive Motion Picture Film | | | | |
| consigned to | Boxes | "Hope Chest" | | | | |
| Famous Players- | | 4 prints - 5 reels per print | | | | |
| Lasky Corporation, | | Total 20 reels. | | 19100 ft. | $1528.00 | |
| Royal Bank Bdg. | | | | | | |
| Toronto, Canada | | | | | | |
| C-2 | | | | | | |
| | | | | | | |
| | | | | | | |
| | | "GOODS MADE IN U.S.A. | | | | |
| | | TO BE RETURNED" | | | | |

Waybill or manifest
No. ....., ....., 191

I CERTIFY that above-described goods were shipped as stated herein except as otherwise noted,
....., 191 ....., *Inspector of Customs.*

I, the undersigned, solemnly and truly declare that the above statement is a complete, just, and true account of all merchandise shipped by the party named; on board the vessel, car, or vehicle; and to the place or country named above; and that the description and quantity of each article is truly stated and that the values thereof are the actual costs or true market values at the time and place of shipment for exportation; I further declare that none of the merchandise described above is to be laden on any other vessel in port than that named above or transshipped on the high seas except as fully stated above; I further declare that none of said merchandise is shipped or to be delivered in violation of any of the provisions of the "Trading with the Enemy" act, approved October 6, 1917; that Famous Players-Lasky Corporation, of Toronto, Canada, is the actual consignee of the said merchandise, and that if the shipment is made to a bank or other broker, factor, or agent, that Famous Players Exchange of Calgary, Montreal & Toronto (Name.) (Address.), is the actual consignee on whose account the shipment is made.

Sworn and subscribed to before me
on December 14th, 1918

Geo. H. Schneider
(Deputy Collector, notary public, etc.)
My Commission Expires August 31 1921

(Signature) D. W. GRIFFITH STUDIO
(Capacity) E C Bidwell
(Member of firm, secretary, agent, etc.) MANAGER
(Address) .....

61—448

7u

473 9-16

"ISSUE IN TRIPLICATE—One copy should accompany the goods into Canada (Enclosed in invoice envelope form No. 884) and the other two should be sent direct by mail to the consignee."

# Invoice of goods for export to Canada, sold by exporter prior to shipment.

(Place and date) Los Angeles, Calif. Dec. 14th, 191 8.

Invoice of Famous Players-Lasky Corporation Motion Picture Film purchased

by c/o Price Waterhouse Co. of Royal Bank Bldg., Toronto - Ontario - Canada.

from D. W. GRIFFITH STUDIO of 4500 Sunset Blvd., Los Angeles, Calif.

to be shipped per Wells Fargo & Co Express.

| Marks and Numbers on Packages | QUANTITIES AND DESCRIPTION OF GOODS | | Fair Market Value as Sold for Home Consumption At Time Shipped | Selling Price to the Purchaser in Canada At Time Shipped | |
|---|---|---|---|---|---|
| | | | | | Amount |
| D-3 | 4 | Copies Motion Picture Film | | | |
| | | "Greatest Thing In Life" | | | |
| | | 6973 feet per copy. | | | |
| | | Total Footage 27892 | .08 | .08 | 2231.36 |
| | | War Tax 1/4¢ per foot | | | 69.73 |
| | | | | | 2301.09 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | "GOODS MADE IN U.S.A. TO BE RETURNED" | | | |
| | | | | | |
| | | | | | |

CERTIFICATE FORM M.

*I, the undersigned do hereby certify as follows:*

(1) That I am the (*a*) Business Manager for exporter of the goods in the above invoice mentioned or described;

(2) That the said invoice is in all respects correct and true;

(3) That the said invoice contains a true and full statement showing the price actually paid or to be paid for the said goods, the actual quantity thereof, and all charges thereon;

(4) That the said invoice also exhibits the fair market value of the said goods at the time and place of their direct exportation to Canada and as when sold at the same time and place in like quantity and condition for home consumption, in the principal markets of the country whence exported directly to Canada, without any discount or deduction for cash, or on account of any drawback or bounty, or on account of any royalty actually payable thereon or payable thereon when sold for home consumption but not payable when exported, or on account of the exportation thereof or for any special consideration whatever;

(5) That no different invoice of the goods mentioned in said invoice has been or will be furnished to any one; and

(6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any manner whatsoever other than is shown in the said invoice.

Dated at Los Angeles, Cal. this 14th day of December 191 8

(Signature) E. C. Bidwell

(*a*) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be. Business Manager.

Subscribed and sworn to before me this 14th day of December 1918
Geo. [illegible]

File

473 9-16

"ISSUE IN TRIPLICATE—One copy should accompany the goods into Canada (Enclosed in invoice envelope form No. 884) and the other two should be sent direct by mail to the consignee."

# Invoice of goods for export to Canada, sold by exporter prior to shipment.

(Place and date) Los Angeles, Calif. Dec. 14, 1918.

Invoice of Motion Picture Film purchased

by Famous Players-Lasky Corporation, c/o Price Waterhouse Co. of Royal Bank Bldg. Toronto - Ontario - Canada.

from D. W. GRIFFITH STUDIO of 4500 Sunset Blvd., Los Angeles, Calif.

to be shipped per Wells Fargo & Co Express.

| Marks and Numbers on Packages | QUANTITIES AND DESCRIPTION OF GOODS | | Fair Market Value as Sold for Home Consumption At Time Shipped | Selling Price to the Purchaser in Canada At Time Shipped | |
|---|---|---|---|---|---|
| | | | | | Amount |
| C-2 | 4 | Copies Motion Picture Film | | | |
| | | "Hope Chest" | | | |
| | | 4775 feet per copy | | | |
| | | Total Footage 19100 | .08 | .08 | 1528.00 |
| | | War Tax 1/4¢ per foot. | | | 47.75 |
| | | | | | 1575.75 |
| | | "GOODS MADE IN U.S.A. TO BE RETURNED" | | | |

CERTIFICATE FORM M.

*I, the undersigned do hereby certify as follows:*

(1) That I am the (*a*) Business Manager for exporter of the goods in the above invoice mentioned or described;

(2) That the said invoice is in all respects correct and true;

(3) That the said invoice contains a true and full statement showing the price actually paid or to be paid for the said goods, the actual quantity thereof, and all charges thereon;

(4) That the said invoice also exhibits the fair market value of the said goods at the time and place of their direct exportation to Canada and as when sold at the same time and place in like quantity and condition for home consumption, in the principal markets of the country whence exported directly to Canada, without any discount or deduction for cash, or on account of any drawback or bounty, or on account of any royalty actually payable thereon or payable thereon when sold for home consumption but not payable when exported, or on account of the exportation thereof or for any special consideration whatever;

(5) That no different invoice of the goods mentioned in said invoice has been or will be furnished to any one; and

(6) That no arrangement or understanding affecting the purchase price of the said goods has been or will be made or entered into between the said exporter and purchaser or by any one on behalf of either of them, either by way of discount, rebate, salary, compensation, or in any manner whatsoever other than is shown in the said invoice.

Dated at Los Angeles, Cal. this 14th day of December 1918

(Signature) E. C. Bedwell
Business Manager.

(*a*) Insert the word partner, manager, chief clerk or principal official, giving rank as the case may be.

Subscribed and sworn to before me this 14th day of December 1918
[illegible]

# Willis-Woodbury BUSINESS COLLEGE

California's Premier Business Training School

Large staff of experienced, efficient specialists. Thoroughly systematized and intensely practical Business, Secretarial, and Shorthand Courses. Spacious study rooms. Complete equipment, including Burroughs Ledger Posting and Calculating Machines.

You May enter on any school day in the year and progress as rapidly as you master the subjects taken.

Ask for Full Information

STEPHEN T. WILLIS, President

Fifth Floor Hamburger Building

Pico 133 61859

For Advertising Space
In This Program Call

F. M. BROWN

Phone 11573

## For Your Christmas Gift

An Electric Percolator, Grill, Heating Pad or Toaster

## From $5 to $30

Come In and Look Them Over

## Golden State Electric Co.

748 WEST SEVENTH ST.

PUENTE GASOLINE

THE ARISTOCRATIC

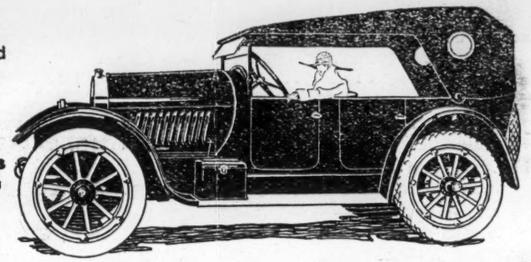
# NELSON CAR

THE WAR-TIME CAR

NELSON AUTOMOBILE COMPANY
Distributors for Southern California

823 S. Flower Phone 62981

Built for Real Economy and Long Life
Curtains Open On Doors
Crome Axels and Springs Up-to-the Minute In Every Way



Built of the best. Goes the best. Looks the best of any small cars, and is undoubtedly the best investment. 25 miles on gasoline; 15 and 25 thousand miles on tires. Embodies the latest in everything to do with cars. Price $1615 delivered here. The price has not been raised so will not be reduced.

# Christmas Suggestions 1918

| | | |
|---|---|---|
| Shirts | Ties | Handkerchiefs |
| Underwear | Gloves | Sweaters |
| Bath Robes | Sox | Umbrellas |

LADIES' SILK STOCKINGS

Including Phoenix, Black Cat, Luxite, Holeproof—are without question the best values in this city today. Special, 80c to $2.50.

You will find this store a good place to trade

## EAGLESON & CO.

Manufacturers

112 South Spring Street

APEX MOTOR OILS

# Olympic's AUDITORIUM

Theatre Beautiful

## David Wark Griffith

Personally presents his
Newest Photo-Drama

## "The Greatest Thing in Life"

A Somewhat Different Love Story

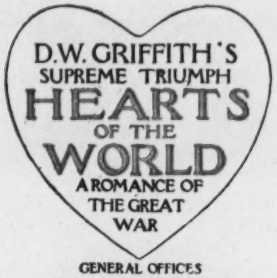
Week of December 16, 1918


M-1843
D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

ALBERT L. GREY
GENERAL MANAGER

TELEPHONES:
BRYANT 6761-6762

ROBERT EDGAR LONG
GENERAL PRESS REPRESENTATIVE




GENERAL OFFICES
220 LONGACRE BUILDING,
NEW YORK.

December 16th, 1918.

Mr. D. W. Griffith,
Hotel Alexandria,
Los Angeles, California.

Dear Mr. Griffith:-

Enclosed please find summary week ending December 7th.

Very truly yours,

A L Grey

G/W

"HEARTS OF THE WORLD"

Returns from Company's OWN Exploitation

week ending

December 7th, 1918.

| Town | State | Co | Days | Shows | Gross Receipts | Net Profits | Percent of Net Profits on Gross Receipts |
|---|---|---|---|---|---|---|---|
| Dayton | O | A | 1 | 2 | 1153.00 | 303.84 | |
| Norwalk | O | " | 3 | 5 | 1838.00 | 462.27 | |
| Marion | O | " | 3 | 5 | 1467.75 | 266.07 | |
| New York (Victory) | N.Y. | B | 7 | 14 | 3188.64 | 222.66 | |
| Red Bank | N.J. | C | 2 | 4 | 2482.75 | 765.26 | |
| Freehold | N.J. | " | 2 | 3 | 1567.75 | 290.71 | |
| Franklin Furnace | N.J. | " | 2 | 3 | 357.00 | 150.50 | |
| Chicago (Victoria) | Ill. | D | 7 | 14 | 2703.35 | 354.38 | |
| Butler | Pa | E | 3 | 5 | 505.50 | 752.22 | Loss (on a/c. Influenza) |
| Johnstown | Pa | " | 3 | 5 | 1622.50 | 23.03 | |
| Danville | Va. | F | 3 | 5 | 2597.00 | 858.34 | |
| Lynchburg | " | " | 3 | 5 | 1764.50 | 233.97 | |
| Amsterdam | N.Y. | G | 1 | 2 | 570.00 | 130.86 | |
| Schenectady | " | " | 6 | 11 | 6279.00 | 2177.73 | |
| Union Hill | N.J. | Spec. | 6 | 12 | 3578.25 | 500.53 | |
| TOTAL FOR THE WEEK | | | | 95 | 31674.99 | 5987.93 | 19.00% |
| TOTAL TO LAST WEEK | | | | | 1.306077.53 | 238232.59 | 18.24% |
| TOTAL TO DATE | | | | | 1.337752.52 | 244220.52 | 18.26% |

Kows.

December 16th 1918.

Commercial Trust Co.,
15 Exchange Place,
Jersey City, N.J.

Gentlemen:

Will you kindly certify the within check and thereupon enclose the same in the within addressed envelope and duly post the same to the Collector of Internal Revenue, and oblige

Very truly yours,

AHTB.GD
Enc.

C O P Y

December 17th, 1918.

E.C. Bidwell
4500 Sunset Boulevard
Los Angeles, Cal.

Eastman shipping you today from Rochester two hundred twentyfive thousand feet unperforated positive account Epoch for fourteen copies Birth with flash titles six copies with complete titles and two hundred eighteen thousand feet unperforated positive for Wark for fourteen copies Intolerance with flash titles and six copies with complete titles. This stock should reach Los Angeles positively not later than Monday morning December twentythird and I will depend on your making delivery to us here New York twenty copies Birth twenty copies Intolerance not later than February 5th. Regards.

J.J. McCarthy.

Charge Wark.

# WESTERN UNION

## ANGLO-AMERICAN DIRECT UNITED STATES

# CABLEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Received at 16 BROAD STREET, NEW YORK

1918 DEC 17 PM 6 25

414/17K

LONDON 30

Banzhaf

1918 DEC 17 PM 8 14

BANZHAF FAMFILM

1966 NEWYORK

% Famous Players Picture Co

485 5th Ave

BEST COMPROMISE SWITZERLAND OFFER CAN ARRANGE IS EQUIVALENT OF FORTY-FIVE HUNDRED DOLLARS ROYALTY BASED ON PRESENT EXCHANGE RATE WILL PROTECT OUR COMMISSION HERE SHALL WE CLOSE

GRAHAM.

Intolerance?

W. U. CO PASS COPY

61215

# A. F. GEORGE CO. INC.

200-202 N. LOS ANGELES ST.

YUBA BALL TREAD TRACTORS
CASE TRACTORS
JOHN DEERE IMPLEMENTS
GENERAL CONTRACTORS' EQUIPMENT

LOS ANGELES, CALIFORNIA,

Dec. 17th, 1918.

DW G File

Mr. D. W. Griffith,
4500 Sunset Blvd.
City.

Dear Sir:-

Received your check for $3862.20, together with 5% discount, or $13.80 on plow which pays in full our invoice No. 7758 for $3276.00.

We wish to thank you for your prompt remittance, and assure you that we appreciate this kind of business.

We have sold a great many Yuba tractors in Southern and Central California, and we are very enthusiastic over the results we have been getting, and we are proud that you are an owner of a Yuba tractor.

We assure you that we will do everything possible from this end to see that you make a success of same.

Again thanking you for your business and awaiting your further wants, we remain,

Yours for the Red Cross Christmas Roll Call.

A. F. GEORGE CO. INC.

BY Alex McCausley

McC:MR

Hearts
State Rights

December 17th 1918.

Mr. Shauer,
c/ Famous Players-Lasky Corp.,
485 Fifth Avenue,
New York City.

Dear Mr. Shauer:

I enclose herewith copy of cablegram received from Burlock which shows Egypt has been sold for Six hundred, which I interpret to be 600 pounds.

I have already advised Mr. Stillson regarding holding the eight prints he was holding for London shipment, one of which he has already delivered to the British Pictorial, and he will withhold the seven until further advices.

I have this day cabled Burlock instructing him to pay all moneys to Graham.

Very truly yours,

AHTB/D

Form 1217

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | X |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT  GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

December 18th, 1918

Hqw

State Right Matters

D. W. Griffith
Hotel Alexandria
Los Angeles, California.

PLEASE ADVISE YOUR DECISION ON OFFER FOR SEVENTY FIVE HUNDRED FOR FAR EAST INCLUDING PHILIPPINES, JAPAN CHINA DUTCH EAST INDIES AND OTHER ASIATIC COUNTRIES EXCLUDING BRITISH POSSESSIONS AND SIBERIA AS WOULD BE PURCHASER WISHES IMMEDIATE ANSWER

BANZHAF

Chge. Hearts of the World

THE CORPORATION TRUST COMPANY SYSTEM
ORGANIZED 1892
15 EXCHANGE PLACE, JERSEY CITY, N.J.
CHICAGO PHILADELPHIA PORTLAND
ST. LOUIS WILMINGTON
WASHINGTON PITTSBURGH
CORPORATION REGISTRATION COMPANY
53 STATE STREET, BOSTON.

AFFILIATED WITH
THE CORPORATION TRUST COMPANY
37 WALL STREET NEW YORK CITY.

THE COMPANY FOR LAWYERS.

OFFICERS:
KENNETH K. McLAREN, PRESIDENT.
RAYMOND NEWMAN, GENERAL MANAGER.
HORACE S. GOULD, SECRETARY.
B. STAFFORD MANTZ, TREASURER.

# The Corporation Trust Company of America

DU PONT BUILDING, WILMINGTON, DELAWARE.

December 18, 1918.

RE: D. W. G. CORPORATION

Albert H. T. Banzhaf, Esq.,
2 Rector Street,
New York City.

Dear Sir:-

According to our records, the by-laws of the above corporation provide that its annual meeting shall be held on January 2, 1919, at 12:00 M. New York City. and stockholders are entitled to 10 days' notice.

If the meeting is to be held at this office and you wish us to conduct it by proxy, in addition to the Alphabetical List of Stockholders, we should receive the following:

Affidavit of mailing notice, with copy of notice annexed.
Names of directors to be elected.
Reports (if any) to be submitted.
Draft of special resolutions (if any) to be adopted,
Proxies in blank representing a quorum of the voting stock outstanding.
Supply of sheets from minute book (if loose leaf form is in use).
A draft copy of the above forms will be sent upon request.

If the meeting is not to be held at this office, please furnish us a list of the names and addresses of the new Directors and Officers immediately after their election.

If any issues or transfers of stock have been made since the last report to us, kindly see that a statement of same is forwarded promptly, (using the form of transfer sheet heretofore provided for that purpose), in order that the books in this office may be brought up to date and verified, as required by the statute.

CORPORATION TRUST COMPANY OF AMERICA.

Copy Dwg.
Sent Dec. 18.

# ANNUAL REPORT.

1919.

**Other Companies**

Year.....

.....

.....

.....

.....

Filed ..... day

of .....191

---

**BASIS OF ASSESSMENT**

---

Capital Stock, $.....

Tax, $.....

.....

---

This return MUST be sent addressed to the **Secretary of State, Dover, Del.,** BEFORE THE FIRST TUESDAY IN JANUARY.

Report of D. W. G. CORPORATION,

Date of Incorporation May 20th 1916

| Officers. | Name. | Address. | Term Expires. |
|---|---|---|---|
| President, | Albert H.T. Banzhaf, | 2 Rector St. New York, N.Y. | Jan2. 1919. |
| Vice-President, | Albert Griffith | #1476 Broadway, New York, N.Y. | Jan.2,1919. |
| Treasurer, | John A. Barry) | #1476 Broadway, New York, N.Y. | Jan.2,1919. |
| Secretary, | John A. Barry) | | |
| Directors, | Albert H.T. Banzhaf | Same as above. | |
| | Albert Griffith. | " " " | |
| | John A. Barry | " " " | |

Principal Office in Delaware,

City or Town, Wilmington

Street and Number, DU PONT BUILDING, No. 7 W. Tenth St.

Name of Agent in charge upon whom service of process may be made, Corporation Trust Company of America

Places of business outside of Delaware:—

| Towns or Cities. | Streets and Number. |
|---|---|
| Jersey City, New Jersey. | 15 Exchange Place. |

Date of next Annual Meeting of Stockholders for the election of Directors: January 2 1919

ALL THE FOLLOWING QUESTIONS MUST BE ANSWERED.

1. What is the nature of the business of your corporation? Stock holdings.

2. What is the amount of your capital stock authorized?
   - Common $2,000,000
   - Preferred $ None
   - No Par Value None

3. What is the amount of your capital stock actually paid in? $ 205,100

4. Is your corporation engaged in manufacturing or mining? No

5. If so, state where.
   - A. In Delaware,
     - City or Town,
     - Street and Number,
   - B. In other places state where
     - City or Town,
     - Street and Number,

6. What is the amount of your capital stock invested in manufacturing or mining in Delaware? $ None

7. What is the amount invested in Real Estate in Delaware? $None

8. Tax annually paid to County on Real Estate in Delaware? $....None

9. Is more than 50 per cent. of your issued capital stock invested in business within the State of Delaware? .....No

10. Itemize all investments in Delaware? .....

None

.....

.....

.....

.....

.....

Total, $.....

11. If exempt from taxation, state the reason why such exemption is claimed? ....None

12. **Is your company actively engaged in business at the present time, or if not when was business suspended?** .....

.....Actively engaged in business.

On this 18th day of December A. D. 1918

I, the undersigned, do hereby certify as President [PRESIDENT OR TREASURER] of the D.W.G. Corporation Company

that the foregoing return is correct and true. Albert W. Banzhaf [L.S.]

Address 2 Rector Street,

New York, N.Y.

.....Witness.

The above certificate is made in conformity with the Act of March 10, 1899, and all Acts amendatory thereto, which provides that if any officer of any company required by this Act to make a return, shall in such return make a false statement, he shall be deemed guilty of perjury.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

Form 1

Charge to the account of Albert H T Banzhaf $

| CLASS OF SERVICE DESIRED | |
|---|---|
| Telegram | |
| Day Letter | |
| Night Message | |
| Night Letter | |

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

# WESTERN UNION TELEGRAM

CABLE CABLE

NEWCOMB CARLTON PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

| Receiver's No. |
|---|
| Check |
| Time Filed |

Send the following message, subject to the terms on back hereof, which are hereby agreed to

December 19 1918 Warka.

FAM FILM GRAHAM

LONDON (ENGLAND)

SWITZERLAND INTOLERANCE PROPOSITION WITHDRAWN BOWLES

HANDLING EUROPE

BANZHAF

To: J C Graham
c/ Famous Players Co. Ltd.,
Motion picture distributors,
166 Wardour
London W England

Los Angeles Examiner
The Great Newspaper The Great Southwest
William Randolph Hearst

P. O. Box 136

December 19,1918.

My dear Griffith. I must tell you the great enjoyment your study of Mrs Gibbon, gave me; it was a bit of true literature, worthy of a far more permanent medium than an ephemeral issue of a daily paper.

If you were not the poet of the pictures you would certainly be laureate of literature.

Yours always

Aleman Stevens

Sworn Circulation Statement
Furnished to Advertisers.

(1918) Dec. 19.

THE LAMBS
130 WEST 44TH STREET
NEW YORK

Dear Mr Griffith:

Convincing these people that D. W. G. is a great producer is about like convincing a devout Catholic that the Pope is a good man. I think, however, that the trip has been worth while.

Last night I went to dinner with Frederick James Smith, editor of the Classic who you remember, impressed you as being a little hostile. I found him to a shy, diffident boy in the early twenties + he was just the type to be much impressed with the fact I had been a war correspondent etc and I think he was impressed with what I told him about the play.

II

He said that "the Great Love" had given him the opinion that D. W. G. was slipping etc — a conclusion helped out perhaps by the fact that Maurice Tourneur has employed him to do some press stuff.

After dinner we picked up Hazel Simpson Naylor, editor of the Motion Picture Mag. (owned by the Classic people) It has by far the biggest circulation of them all. Miss Naylor is a sweet, attractive little girl about 22. She is a Smith College graduate: comes from a very fine Buffalo family and is a lot smarter than Smith.

Honest I felt ~~like~~ like a burglar when those two innocent children asked me to be their guest at the opening performance

of "the greatest thing in life".
I accepted! They are to give me a dinner afterward.

In connection therewith, I have a suggestion: here it is:

Miss Fish has somehow got off on the wrong foot in New York. She needs to be humanized for them. They were astonished when I told them how sweet and charming and well read she is. Now for the plot of the piece!

Miss Naylor is crazy to come to California but the magazine is too stingy to send her. When I get home, why not have Miss Fish write her a letter saying she would like to see any girl who could make such an impression on an old cynic like Harry Carr etc etc

Have Miss Gish say she has heard all about her through Mrs Carr, and invite her to come to California as her guest. Once out there, Mrs Carr and I can take her off Miss Gish's hands in a day or two. It would cost very little and would plant seed that would be productive.

This would be better than trying to have a hired booster here. Like love, the kind of praise you pay for is no good.

I was much impressed with this fact in the case of Julian Johnson. I told him what a wonderful girl Miss Gish is; he met her and ever since has been her

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

second sheet

THE LAMBS
130 WEST 44TH STREET
NEW YORK

greatest booster. I spent two days with him here. He is going to give "The Greatest Thing" a great send-off. Said he thought Miss Gish did some of the finest acting ever seen on the screen.

Her human side, however, needs to be brought forward. The public must be made to love her as a girl as well as an actress. Isn't that so?

Had lunch today with Shirley Mason, editor of Ex. Trade Review. He is a great Griffith booster. I got him excited over the play and over a project of coming to California.

I told him that the exhibitors know that a new phase of picture making is coming. They are uneasy and alarmed. They want to know what to rely upon next year. Hence he ought to make a tour of the production centers and tell them. Told him I would take him around in my car etc. I am going to put this same idea up to the others. Mr Long came through with the remarkable inspiration of having a party of trade people come to California at your expense etc.



I think this is a rotten idea. Let them come out on their own hooks to give an unprejudiced look around and write just what they see. On arrival, they will be met by Mr Carr of the Times who has a car and a lot of time on his hands.

That is the way the German army worked it on the American correspondents.

The point is to make them think they are discovering all these things themselves.

Paramount has a fine bunch of fellows but their air of magnificent self sufficiency gets my goat. Will start home Dec 23. Sincerely Harry Carr

DWG Mr. Grey

15 W. 83 St.
New York, Dec. 26. 1918.

Mr. D. W. Griffith.
Los Angeles.

Dear Sir:

I saw last night in a Broadway theater your production "The greatest thing in Life" and could not help seeing the similarity and contrast in many of the scenes of "Hearts of the World". There was the similarity of the taking and retaking of the french village and the contrast of the sensational and emotion gripping actions of this pinture and "Hearts of the

"World".
You could have improved this picture a 50% if you had used scenes of german soldiers, batteries etc. as you did in "Hearts of the World".
I have over 15000 feet of negative taken by myself on the front with the Centrale Powers, about 6000 feet of which you saw at Clunes and some of which you used in "Hearts of the World".
I told your attorney Mr. Bauzaff last spring to communicate with you and offer you the entire or part of the negative. He said he wired you but you did not care to buy any except one or two scenes of Aeroplanes and views from above.
In many of the scenes I am appearing myself as an american war correspondent dressed in officers uniform talking to well known generals and in case you should ever have a scenario in which an american spy or american officers plays a role inside the german lines, my scenes and a few close ups would give a very realistic touch to any production of this kind.
In case you have any use for real war scenes kindly communicate with me at the above address.

Yours very truly
F. E. Kleinschmidt

Los Angeles Cal.
Dec. 30th 1918.

Dear Mr. Griffith—
For your very beautiful Christmas gift— and the kindness of your Christmas message— I know not how to express my appreciation or the pleasure they bring me

But oh. Mr. Griffith

the bracelet is so beautiful- and I am so proud of it- because you have given it to me-

I can only tell you simply that I thank you with all my heart- and that I shall ever treasure it-

I wish you a very Happy New Year-

Sincerely-

Kate Bruce-

ALBERT L. GREY
GENERAL MANAGER

TELEPHONES:
BRYANT 6761-6762

ROBERT EDGAR LONG
GENERAL PRESS REPRESENTATIVE

D.W. GRIFFITH'S
SUPREME TRIUMPH
HEARTS
OF THE
WORLD
A ROMANCE OF
THE GREAT
WAR

GENERAL OFFICES
720 LONGACRE BUILDING,
NEW YORK.

December 30th 1918.

D.W.Griffith Esq.
Hotel Alexandria,
LOS ANGELES. Cal

Dear Mr. Griffith,

Enclosed please find summary report week ending December 21st.

Kind regards

Sincerely yours,

Albert L. Grey

"HEARTS OF THE WORLD"

Returns from Company's OWN Exploitation

week ending

December 21st, 1918.

| Town | State | Co. | Days | Shows | Gross Receipts | Net Profits | Percent of Net Profits on Gross Receipts |
|---|---|---|---|---|---|---|---|
| Brooklyn | N.Y. | B | 7 | 14 | 3262.25 | 51.77 | |
| Buffalo | " | G | 7 | 14 | 2661.00 | 23.16 | |
| TOTAL FOR THE WEEK | | | | 28 | 5923.25 | 74.93 | 1.27% |
| TOTAL TO LAST WEEK | | | | | 1.364733.67 | 244895.15 | 18.00% |
| TOTAL TO DATE | | | | | 1.370656.92 | 244970.08 | 17.87% |

# Treasurer's Report for December 1918

## Epoch Producing Corporation

| | | | Dr. | Cr. |
|---|---|---|---|---|
| Income | Co. A. | $ 2,187.72 | | |
| " | " B. | 925. | | |
| " | " C. | 1,965.80 | | |
| " | " D. | 2,843.91 | | |
| " | " E. | 4,200. | | 12,122.43 |
| Sinking Funds | | | | 394.63 |
| Profit & Loss | | | 44.63 | |
| * Expense General | | 11,029.13 | | |
| | Co. A. | 1,655.59 | | |
| | " B. | 639.90 | | |
| | " C. | 1,730.09 | | |
| | " D. | 965.34 | | |
| | " E. | 834.53 | 16,854.58 | |
| Expenses December | | | 16,899.21 | 12,517.06 |
| Receipts " | | | 12,517.06 | |
| Loss " | | | 4,382.15 | |

| | | |
|---|---|---|
| Loss | July, Aug. & Sept. | 2,083.46 |
| " | October | 5,704.58 |
| " | November | 807.30 |
| " | December | 4,382.15 |
| " | to Dec. 31st. | $ 12,977.49 |

* $ 6,226.87 of this amount was for film sent to Los Angeles for Twenty (20) new prints to be used for foreign territory to be sold.

D. W. G. Corporation

Trial Balance, December 31, 1918

| | | |
|---|---|---|
| Capital Stock | | 2051000 — |
| Accounts Receivable | 60250 — | |
| Paid in surplus | | 6975 — |
| Investments | 18625 — | |
| D.W. Griffith Personal | 4480595 | |
| Earned Surplus | | 79486 |
| Federal & State Taxes | 5950 | |
| General Expense | 73240 | |
| Ranch | 303242 | |
| War Picture | 516196 | |
| Notes Receivable (Ctfs. Ind.) | 19250 — | |
| A. H. T. Banghof (Investments) | 18225 — | |
| Interest on deposits | | 6486 |
| Artcraft Program Pictures | 28335 | |
| Cash | 519884 | |
| | 2200817 | 2200817 |

# D. W. G. Corporation

## Balance Sheet, December 31, 1918

| Assets | | | Liabilities | | |
|---|---|---|---|---|---|
| Accts Receivable | | 60250 — | Capital Stock | | 205100 — |
| Investments | | | Paid in Surplus | | 6975 — |
| 762 Shares Mark Riddle. | | | Surplus | | |
| 97 " Sam'l W. Griffith Corp 9700 | | | Earned 1916 / 1917 | 6253.95 | |
| 60 " Epoch Prod Corp 1800 | | | Earned to 9/30/18 | 1687.91 | |
| 225 " F-4 Corp | 1125 | 12625 — | Loss from 9/30/18 to 12/31/18 | 327.04 | 960.87 |
| Griffith Accts Rec. — Griffith (Personal) | | 48805 95 | | | 72148 2 |
| " (Ranch) | | 3032 42 | | | |
| " (War Picture) | | 5161 926 | | | |
| Cliffs Land | | 19250 — | | | |
| Autoscope Inv. | | 1822 5 — | | | |
| Artcraft & Org Pictures | | 2833 5 | | | |
| Cash | | 5198 84 | | | |
| | | 219289 82 | | | 219289 82 |

D. W. G. Corporation

Business & Financial Statement
For fiscal period from Oct 1 1918 to Dec 31, 1918 both dates incl.

## Profit & Loss.

| | | | |
|---|---|---|---|
| General Expenses | 732 40 | Int on Deposits | 64 86 |
| Federal Taxes | 59 50 | Balance carried for'd (over) | 727 04 |
| | 791 90 | | 791 90 |

(see other side)

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

A 12

Work Producing Co

Expenses

| | | |
|---|---|---|
| Salaries | × | 6001 — ~~8176~~ — |
| Rent | | 850 90 |
| Telephone Telegraph | | 458 24 |
| Travel | | 376 65 |
| Advertising | | 237 32 |
| Legal | | 5085 14 |
| Commission | | 10089 35 |
| Sundry | | 323 83 |
| Expenses in Great Britain: | | |
| Company Road Exp. | | 6265 54 |
| Office Sundry | | 11910 69 |
| Australia | | |
| Company Road Expense | | 48639 16 |
| Contract payment to holders of debentures of indebtedness | | 13500 |
| | × | 66012 82 |
| | | ~~2775~~ |
| | | 63237 82 |

— Is there any Officers Compensation in this
If so — see below

— deduct Officers Compensation

Officers Compensation

| Name | office | amount | 1917 | 1916 |
|---|---|---|---|---|
| Al S. Roth | Treas | 2775 | 3250. | 5787.50 |

Schedule C

# Mark Producing Corpn

## Balance Sheet

| | 12/31/17 | | 12/31/18 |
|---|---|---|---|
| **Assets** | | | |
| Film and accessories, cost, | 258 908 91 | | 175 000 |
| Accounts Receivable | | | |
| Equals Producing Corpn | | 5 000 | |
| Sundry advances | 4 378 18 | 2 769 88 | 7 769 88 |
| Cash | 26 011 34 | | |
| Total Assets | 289 298 43 | | 199 642 81 |
| Deficiency | 81 773 87 | | 110 074 86 |
| | 371 072 30 | | 309 717 67 |
| **Liabilities** | | | |
| Capital Stock, 1500 shares, no par value, nothing paid in | — | — | — |
| Certificates of indebtedness | 234 000 | | 165 000 |
| Loan — D W Griffith Corpn, subordinated to the certificates of indebtedness | 52 737 68 | | 60 250 |
| D W Griffith, personal loan | 84 334 62 | | 84 334 62 |
| Sundry Creditors | | | 133 05 |
| | 371 072 30 | | 309 717 67 |

316 222
258 908 91

~~52 344 91~~
575 130 91

# Walk Producing Corp

## A²

| | |
|---|---|
| Film owned Jan 1 – 1918 — one subject — depreciated value (made 1916) | 258 908 91 |
| Purchased in 1918 — None — | |
| Residual value, estimated, Dec 31 – 1918 | 175 000 – |
| Cost of film for 1918 | 83 908 91 |

This film originally cost (with its prints and accessories) $575 130.91. It was vigorously pushed in 1916/1917, but made a loss of $50 985.18 in 1916, a loss of $30 788.69 in 1917, and $28 300.99 in 1918. The value of the film shown above ($175 000) is based solely on the possibility of adaptation, as in its present form it makes a continuous loss. The Company has only this one film — "Intolerance" —

## A¹ 1918 Earnings

| | |
|---|---|
| Sale of territorial rights U S A + Foreign | 114 587 14 |
| Australian exhibition receipts | 10 145 35 |
| English " " | 6 867 90 |
| | 131 600 39 |

Schedule C.

# WARK PRODUCING CORPORATION

## Balance Sheet

| | 12/31/17 | | 12/31/18 |
|---|---|---|---|
| **Assets** | | | |
| Film and accessories, used | $ 258,908.91 | | 175,000. |
| Accounts Receivable | | | |
| Epoch Producing Corp. | | 5,000. | |
| Sundry advances | 4,378.18 | 2,769.88 | 7,769.88 |
| Cash | 26,011.34 | | |
| Total Assets | 289,298.43 | | 199,642.81 |
| Deficiency | 81,773.87 | | 110,074.86 |
| | 371,072.30 | | 309,717.67 |
| **Liabilities** | | | |
| Capital Stock, 1500 shares, no par value nothing paid in | - - - - | - - - - | - - - - |
| Certificates of indebtedness | 234,000. | | 165,000. |
| Loan, D.W. Griffith Corpn., subordinated to the certificates of indebtedness | 52,737.68 | | 60,250. |
| D.W. Griffith, personal loan | 84,334.62 | | 84,334.62 |
| Sundry Creditors | | | 133.05 |
| | 371,072.30 | | 309,717.67 |

A. 2

## WARK PRODUCING CORPORATION

| | |
|---|---|
| Film owned January 1st, 1918 --- one subject --depreciated value (made 1916) | 258,908.91 |
| Purchased in 1918 None - - - | |
| Residual value, estimated, Dec. 31st, 1918 | 175,000. |
| Cost of Film for 1918 | 83,908.91 |

This film originally cost (with its prints and accessories) $ 575,130.91. It was vigorously pushed in 1916/1917, but made a loss of $ 50,985.18 in 1916, a loss of $ 30, 788.69 in 1917, and $28,300.99 in 1918. The value of the film shown above ($175,000.) is based solely on the possibility of adaptation, as in its present form it makes a continuous loss. The company has only this one film --- "Intolerance" ---

### A1 1918 Earnings

| | |
|---|---|
| Sale of territorial rights U.S.A. & Foreign | 114,587.14 |
| Australian exhibition receipts | 10,145.35 |
| English " " | 6,867.90 |
| | 131,600.39 |

A.12

## WARK PRODUCING CORPORATION

Expenses

| | |
|---|---|
| Salaries | 6,001. |
| Rent | 850.90 |
| Telephone & Telegraph | 458.24 |
| Travel | 376.65 |
| Advertising | 237.32 |
| Legal | 5,085.14 |
| Commission | 10,089.35 |
| Sundry | 323.83 |
| Expenses in Great Britain. | |
| Company's Road Exps. | 6,265.54 |
| Office Sundry | 11,910.69 |
| Australia | |
| Company's Road Expenses | 8,139.16 |
| Contract payment to holders of certificates of indebtedness | 13,500. |
| | 63,237.82 |

A.13.

## Officers Compensation

| Name | Office | Amount | 1917 | 1916 |
|---|---|---|---|---|
| Al. S. Roth | Treasurer | $ 2,775. | $ 3,250. | $ 587.50 |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

THE GREATEST THING IN LIFE.

1 Story by Captain Victor Marier.
Photography by G. W. Bitzer.

2 The story of a young girl and the most important thing to a young girl -- LOVE.
An idealist, who, we are afraid, expects too much of her heroes.

3 Also the story of a rich, aesthetic young bachelor -- too much good fortune has made him selfish and a stranger to his brethren.

4 Also of a war drum.
Also -- but enough.

5 Leon Peret, the girl's father.
We find him in his little cigar store in Greenwich Village, New York.

6 Suffering from Nostalgia -- homesickness --sometimes a fatal affliction.

7 Memories -- childhood days. in France

8 Jeannette Peret, who in curls, dress and general make-up imitates her favorite stage ingenue.
Thoughts after the manner of sixteen -- at one time deep on an ideal love --

9 ---again on nothing more serious than dashing madly around the house in youthful exuberance.

10 The doctor says his condition is serious --
Suggests a visit home to France as a cure.

11 Lack of money makes this impossible.

12 A shock to Edward which disturbs more than his shoulder.

13 Edward has become addicted to cigarettes, and -- against his will -- other things in this particular store.

The Dr says etc #10 here

14 He learns of the situation. #11 follows here

15 He has never had any men friends, never having met any worthy of his association.

16 The girl mirrors her father's moods. Father has a bright day.

17 Jealousy?

18 "I have loved you for a whole year ---"

19 "---but I see you are only a poor simp -- will doubtless marry another simp -- and then -- a lot of little simps."

19-a new title This is one of Father's bad days.

INSERT LETTER

Please find enclosed One Thousand Dollars. This is bread that was cast upon waters, many years ago, returned to you with interest.

A Grateful Debtor.

20 "Now we can go to France!"

21 "Yes, child, I remember the incident quite well." Note:-He did not, as it never occurred.

here

22 A time of travel -- and then France. A village on the Marne -- later made sacred to all America by the sacrifice of her soldier sons.

23 Welcomed by his sister and their grandniece. Sugarplum

24 Edward dances the most formal foxtrot known to man.

25 "I have a letter from them. The father met with a serious accident -- they will not be back for months."

26 Edward decides to polish his French by a trip to France.

27 M'sieur le Bebe's (M'sieur Baby's) vegetables from his own place in the country.

28 "Ah, Ma'm'selle -- I am unfortunate -- my brothers are all big -- so big -- I am only the baby."

29 Straightway another hero.

30 The village hotel -- Edward's arrival.

31 Remembering -- the girl with strange American ways is set against garlic.

32 M'sieur Baby goes a'courting.

33 "A little pastry shop and seventeen babies like this -- ah M'm'selle, etc."

34 Her love staggers when in Rostand's romantic play "Chanticler" (The Rooster) he sees only foolishness about a chicken.

35 "It is poetry -- he's a dream rooster -- stands for humanity -- conceited like us, he thinks he makes the sun rise!"

36 "No, no, Ma'm'selle -- impossible -- a chicken is only a chicken."

37 "He isn't that kind of a chicken -- he -- he's a golden sun bird!"

38 "See on the cover -- I have him in my back yard!"

39 "Oh! Oh! -- knock on his head and give him some brains!"

40 "A chicken is only a CHICKEN!"

41 Enters one who has a much better understanding of chickens.

42 "New York, well, well!"

43 "Say, you called me a simp -- what did you mean by it?"

44 "I made this long trip just to take that back."

45 "Wonderful, wonderful -- I love this story."

REEL THREE

46 Jeannette proceeds with the search for the ideal love.

47 Many golden walks -- many ideal dreams.

48 "Love smote on all the chords with might;
Love smote the chord of self
That trembled past in music
Out of sight.

Note:-Edward was strong with the <u>words</u>.

49 Edward seriously offended by the garlic breath.

50 "Two legged animals! They should be swept off the earth!"

51 Slightly disappointed in her hero, she ---

52 "Now/In America you see, we fight --"

53 "Common Thing!"

54 He proposes for the seventh time.

— I have a good fam x

55 His idea of verse.
"The potatoes --
Ah, Ma'm'selle--
The Potatoes!"

56 "Oh, God, but she is wonderful!"

57 Again another pedestal.

58 In her dreams all heroes love children.

59 The girl's dream world falls in ruins about her.

60 "I told you the truth -- I hate everybody
but myself -- and you."

61 "That's all love is!"

62 Bitterly disappointed.
The last good-bye.

63 M'sieur Baby in the depths -- consoles himself
with garlic and other edibles.

64 "I show you Ma'm'selle -- I eat garlic --
to love I say 'Ha,Ha!'"

65 She decides in favor of the simple son of the soil.

66 "I think you're the neeest man on earth."

67 "Ah, Ma'm'selle, I thought I had lost you --
the garlic!"

68 "Garlic or no garlic -- I like you."

REEL FOUR

69 Out on this air of feathery peace the
war drums sound.

70 In America --
Does he ever think?"

71 After three years of drums and guns --
home on furlough.

72 The United States lifts its white peace shroud at
the beat of another drum, -- a righteous one.

73 Coincidence places Edward in the American lines
near the village.

74 The training camp had been annoying -- but the
trenches ---

75 "Hey, little Eddie, I'll trade you -- one big
one for two little ones!"

76 "I haven't any thank you."

77 A stray ~~missle~~ missile of death.

78 Learning the lesson of Brotherhood.

79 "Why did you do that? You risked your life
to save mine."

80 The barricade before the patisserie.
The family like many others, refuses to leave
the home.

81 Beneath the Patisserie.

82 A dugout with steel strengthened doors. (etc)

83 "Monsieur, when the enemy comes you can help
France by telephoning us their movements, but
discovery means death."

84 "I am an old man -- but dare this much for France!"

MUSEUM OF MODERN ART FILM LIBRARY

85 Germany's advancing hordes.

86 Monsieur Baby, returning to his distant regiment after a furlough, is pressed into service in defense of the village.

87 The French defenders.

88 The Germans
A foothold in the village.

89 The French retreat.

90 The Germans.

91 The Germans capture the village.

END PART FOUR

BEGINNING PART FIVE.

92

PART FIVE

92 Germans cleaning up the dugouts.

93 At the other end of the telephone when the French have retired.....(etc)

94 "Father, if they discover, they will kill you!"

95 "Remember, life isn't always important, ma cherie."

96 The American unit outflanked by a hidden machine gun.

97 Germans counter.

98 In the melee, men from two regiments are thrown together.

99 Forty-eight hours later without a hope of aid. Stricken with burning thirst.

END PART FIVE

REEL SIX

100 "Mammy -- good-bye Mammy -- kiss me!"

101 To dying ears.
"Here -- here's your Mammy."

102 "Telephone this message."

103 "You shall not go -- this spy work means death!"

104 "Vive la France!"

105 "---defense weak here -- transferring troops -- a blow struck now might turn the whole tide of war--"

106 Accuracy of fire rouses suspicion of a hidden telephone. The search.

107 The Franco-American officers notified.

108 "Here is the spy!"
~~108-A~~ ~~"They are at the door."~~
~~109~~ ~~"Good-bye! Good-bye!"~~
~~109 110~~ 109 "Where is the telephone?"

111 111 "The message -- what message have you sent?"
111 "Good-bye! Good-bye!"
~~112~~ ~~Germans~~
112 "They are at the door!"

113 The American bombardment before going over.

114 Slowly, irresistibly, behind a curtain of fire, stalk the Americans.

115 "Charge Americans!!"

END OF REEL SIX

PART SEVEN

116 The second line

117 The Americans in the village.

118 German help

119 The Germans.

120 The Americans.

121 Monsieur Baby has only a few moments. Garlic or no garlic -- faults or no faults -- he goes on the pedestal at the last.

122 "It is better so, Ma'm'selle ---"

123 "--to you even a chicken might be a wonderful bird -- to me a chicken is only a chicken."

124 Later, the father, now convalescent, reads of America helping to sweep the enemy out of France.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

125 But work and smiles must go on.

126 "Put her there, old pal!"

127 "I love you."

128 "Yes -- I know you do."
129 So In the springtime
By the river of France New blossoms bloom.

By Moon Kwan,
342 N. Main St.,
Los Angeles, Cal.

Dear Mr. Griffith:

After seeing your production, "The Greaest Thing in Life", I am convinced to say that you have created a motion picture that has reached the divine stage of art and greatness. It is not merely the master-piece of you, but a mirror of Life and Love. It is like a Bible and without the limitation of religion. It makes me weep with joys and laugh with tears. It is not like other war-pictures which only show many beastly faces, blood-shed sights and murdering terrors - it's different - it shows the truth of war and teaches us the lesson of Humanity.

May I express my humble opinion to you that this production will live among the greatest of the Great-Works. For invisibly you are living in it. The acting is so naturally human that it seems your soul is existing in the emotion of the characters, and I could visionize you on the screen while I was viewing the picture as I could visionize Confucius in the book while I was reading his Golden Analects. If this rpoduction shows in the Barbaric region of Africa, I would think it would impress the savages with primitive smiles and wild cries; if it shows in China, I assure that the Four-hundred million people would flood to see as if the Sage,- Confucius return to earth!

Now I know you are great enough to not let any compliments to turn your well-moulded mind, so I will say what I wish without hesitate: You have succeeded in giving your soul for the soul of your work. You have known how to mould your production out of Nature and mirrored it from the people's heart. You are not merely a Master of Screen, but an innate philosopher of Life and a great scholar of pyschology. Your work is not only amusing but inspiring. Here is the inspiration from it:

LIST U.S. STATE RIGHT PURCHASERS — "HEARTS OF THE WORLD"

| NAME | STATES COVERED |
|---|---|
| Henry Dollman (Indianapolis Indiana) | Indiana & Kentucky. (10 yrs.) |
| Abr. S. Guckenheimer (Savannah Ga) ✓ | Tennessee, Ga, Fla. Ala. Mississippi North Carolina, S. Carolina & Louisiana 10 yr. |
| Arthur S. Hyman and Charles H. Seaman (Grand Rapids Mic) (Hyman & Seaman) | Michigan 10 yr |
| Wm H. O'Neill (Boston, Mass) | Maine, New Hampshire, Vermont Mass. Rhode Is. & Connect. 10 yrs. |
| All Star Features Distributors (Sol L. Lesser) (X1) | — Texas, Oklahoma, Arkansas, Missouri Kansas, Iowa, Nebraska, Minnesota North Dakota, South Dak. & Wisconsin 10 yrs. |
| All Star Features Distributors (Sol L. Lesser) | — California, Nevada, Arizona, Colo. Utah, Wyoming New Mexico, Washington, Idaho, Oregon & Montana 10 yrs. |

" HEARTS OF THE WORK CONTRACTS "

STATE RIGHTS.

* * * * * * * * * * * * * *

1. FAMOUS PLAYERS FILM SERVICE LTD. (ALLENS)
contract from War Office Cinematograph.

DATED: July 29th 1918.

TERRITORY: - - - - - - - - - - CANADA

PRICE : $8,250. TERM 10 years.

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

2. GILLESPIE BROTHERS & CO.
contract from Famous Players Lasky Corp.

DATED: September 5th 1918.

TERRITORY:- - - - - - - - - - - - - SOUTH AMERICA
CENTRAL AMERICA
WEST INDIES, except British possessions.

PRICE: $25,000.

TERM: 3 years

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

3. *SALEM LTD. rights from Famous Players Lasky Corp.

TERRITORY: SPAIN
PORTUGAL
CANARY ISLANDS
BALEARIC ISLANDS

*Note: We have no contract at this office (AHTBanzhaf)

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

4. WILLIAMSON, J.C. LTD & JOS. A.E.MALONE
from War Office Cinematograph Committee.

DATED: July 31st 1918.
TERM: 4 years

TERRITORY: AUSTRIALIA
NEW ZEALAND

PRICE: £8,000

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

5. DOLLMAN, HENRY contract from David W.Griffith
Dated: May 24th 1918.
Territory: INDIANA and KENTUCKY
PRICE & TERM $45,000 & 25% net receipts - -10 years.

6. GUCKENHEIMER, ABE S. from D.W.GRIFFITH

DATED: June 7th 1918.

TERRITORY:

TENNESSEE
GEORGIA
FLORIDA
ALABAMA
MISSISSIPPI
NORTH CAROLINA
SOUTH CAROLINA
LOUISIANA

TERM: 10 years
PRICE: $50,000. Prints 8¢ linearfoot.

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

7. ALL STAR FEATURES DISTRIBUTORS (Sol Lesser) from D.W.Griffith.

DATED: July 12th 1918.
PRICE: $135,500.
TERRITORY:

TEXAS
OKLAHOMA
ARKANSAS
MISSOURI
KANSAS
IOWA
NEBRASKA
MINNESOTA
NORTH DAKOTA
SOUTH DAKOTA
WISCONSIN

TERM: 10 years.

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

8. HYMAN & SEAMAN from D.W.GRIFFITH.

DATED: June 4th 1918
PRICE: $45,000 and 50% receipts.
TERM: 10 years
TERRITORY: MICHIGAN
PRINTS: 8¢ per linear ft.

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

9. O'NEILL, WILLIAM from David W.Griffith

DATED: June 7th 1918.
TERM: 10 years
PRICE: $75,000. and 50% receipts.
PRINTS: 8¢ per linear foot.
TERRITORY:

MAIN
NEW HAMPSHIRE
VERMONT
MASSACHUSETTS
RHODE ISLAND
CONNECTICUT

10. ALL STAR FEATURES DISTRIBUTORS (Sol Lesser) from D.W.Griffith.

DATED: May 27th 1918.
TERM: 10 years
PRICE: $90,000 and 25% of the profits.
PRINTS: 8¢ per linear foot.

TERRITORY:

CALIFORNIA
NEVADA
ARIZONA
COLORADO
UTAH
WYOMING
NEW MEXICO
WASHINGTON
IDAHO
OREGON
MONTANA

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

Hearts of the World, foreign

# HEARTS OF THE WORLD

## DISTRIBUTION IN FOREIGN COUNTRIES

| Territory | Prints | Price Royalty | Footage | Term of lease |
|---|---|---|---|---|
| Australia & New Zealand | 4 | £8000 | | 4 yrs. from 7/31/18 |
| Canada | 6 | £8250 | | 10 " " 7/9/18 |
| Central American and South America and West Indies, (except British possessions) | 6 | $25,000. | 8¢ | 3 " " delivery |
| British Empire including India (except) | As desired | 50% (65% if after 15 years net proceeds are less than $10,000) | | 15 " " release |
| Mexico | 2 | $5000. | | 4 " " delivery |
| Norway, Sweden & Denmark | 4 | $20,000. 15 Bud | 5¢ | 3 " " " |
| Philippines, Japan, China, Siam, Indo China & Dutch East Indies | Not given | $7500. | 8¢ | 5 " " " |
| Spain & Portugal | Not given | $5000. | 8¢ | 3 " " " |
| #Belgium | | 25,000 frs. | | |

# Contract not yet received.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

97

UNITED STATES STATE RIGHT PURCHASERS

"HEARTS OF THE WORLD"

| Name | States covered | |
|---|---|---|
| Henry Dollman<br>Indianapolis, Indiana | Indiana - Kentucky | 10 years |
| Abe. S. Guckenheimer<br>Savannah, Ga. | Georgia, Tennessee, Florida, Alabama Mississippi, North Carolina, South Carolina and Louisiana | 10 years |
| Arthur S. Hyman and<br>Charles H. Seaman } Hyman & Seaman<br>Grand Rapids, Michigan | Michigan | 10 years |
| William H. O'Neill<br>Boston, Mass | Maine, New Hampshire, Vermont Massachusetts, Rhode Island and Connecticut | 10 years |
| All Star Features Distributors<br>Sol. L. Lesser | Texas, Oklahoma, Arkansas, Missouri, Kansas, Iowa, Nebraska, Minnesota, North Dakota, South Dakota and Wisconsin | 10 years |
| All Star Features Distributors<br>Sol. L. Lesser | California, Nevada, Arizona, Colorado, Utah, Wyoming, New Mexico, Washington, Idaho, Oregon and Montana | 10 years. |

D. W. GRIFFITH STUDIO:

Record of Shipments of "Hearts Of The World"

| Print No. | Date | To Whom Shipped | Destination | Via | Feet | Open | C. O. D. | Date Paid | |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 2-25 | Adolph Zukor | New York | Bgg. | 13071 | " | | | * Sample |
| 2 | 2-25 | D. W. Griffith (Clunes Auditorium,) | Los Angeles | Del. | 13071 | " | | | American |
| 3 | 3-28 | " " " | New York | Bgg. | 13071 | " | | | " |
| 4 | 3-30 | " " " | " " | " | 13071 | " | | | " |
| 5 | 4-1 | " " " | " " | W-F | 13135 | " | | | English |
| 6 | 4-3 | " " " | " " | " | 13135 | " | | | " |
| 7 | 4-9 | Barnes-Theatre | Chicago | Bgg. | 13071 | " | | | American |
| 8 | 4-20 | " " | " | W-F | 13071 | " | | | " |
| 9 | 4-20 | " " | Philadelphia | " | 13071 | " | | | " |
| 10 | 4-20 | " " | " | " | 13071 | " | | | " |
| 11 | 4-22 | " " | Boston | " | 13071 | " | | | " |
| 12 | 4-24 | Morris Gest | New York | " | 13071 | " | | | " |
| 13 | 4-25 | A.L.Grey c/o M.Gest | " " | " | 13071 | " | | | " |
| 14 | 5-2 | " " " | " " | " | 13071 | " | | | " |
| 15 | 5-2 | " " " | " " | " | 13071 | " | | | " |
| 16 | 5-2 | " " " | " " | " | 13071 | " | | | " |
| 17 | 5-4 | " " " | " " | " | 13135 | " | | | English |
| 18 | 5-4 | " " " | " " | " | 13135 | " | | | " |
| 19 | 5-4 | " " " | " " | " | 13135 | " | | | " |
| 20 | 5-4 | " " " | " " | " | 13135 | " | | | " |
| 21 | 5-4 | " " " | " " | " | 13135 | " | | | " |
| 22 | 5-4 | " " " | " " | " | 13135 | " | | | " |
| 23 | 5-8 | " " " | " " | " | 13135 | " | | | " |
| 24 | 5-8 | " " " | " " | " | 13135 | " | | | " |
| 25 | 5-16 | Solldberg, Library of Congress | Washington | " | 13027 | " | | | Copyright |
| 26 | 5-16 | " " " " " | " | " | 13027 | " | | | " |
| 27 | 5-18 | A.L.Grey, Century Theatre | New York | " | 13027 | " | | | American |
| 28 | 5-16 | " " " | " " | " | 13027 | " | | | " |
| 29 | 5-16 | " " " | " " | " | 13027 | " | | | " |
| 30 | 5-18 | " " " | " " | " | 13027 | " | | | " |
| 31 | 5-18 | " " " | " " | " | 13027 | " | | | " |
| 32 | 5-18 | " " " | " " | " | 13027 | " | | | " |
| 33 | No-date | S.A. POWELL | Los Angeles | Del. | 13027 | " | | | " |
| 34 | 5-25 | F.P.-Lasky Corp. 485 Fifth Av. | New York | W-F | 13027 | " | | | " |
| 35 | 6-11 | Hyman | Detroit | " | 13027 | " | | | " |
| 36 | 6-11 | All Star Features Distributors | San Francisco | " | 13027 | | 1064.24 | 6-9-18 | " |
| 37 | 6-11 | " " " " | " " | " | 13027 | | 1064.24 | 6-19-18 | " |
| 38 | 6-11 | " " " " | " " | " | 13027 | | 1064.24 | 6-19-18 | " |
| 39 | 6-11 | " " " " | " " | " | 13027 | | 1064.24 | 6-19-18 | " |
| 40 | 6-11 | " " " " | " " | " | 13027 | | 1064.24 | 6-19-18 | " |

MUSEUM OF MODERN ART FILM LIBRARY
D. W. GRIFFITH COLLECTION

| Print No. | Date | To Whom Shipped | Destination | Via | Feet | Open | C O D. | Date Paid | |
|---|---|---|---|---|---|---|---|---|---|
| 41 | 6-13-18 | H. Dellman | Indianapolis | W-F | 13027 | " | | | American |
| 42 | 6-13 | " " " " | " | " | 13027 | | 1064.24 | 6-29-18 | " |
| 43 | 6-14 | All Star Feature Distributors - | San Francisco | " | 13027 | | 1064.24 | 6-22-18 | " |
| 44 | 6-14 | Hyman A S | Detroit | " | 13027 | | 1064.24 | 7- 6-18 | " |
| 45 | 6-15 | H. Dellman | Indianapolis | " | 13027 | " | | | " |
| 46 | 7-6 | Arcadia Theatre | Savannah, Ga. | " | 13027 | | 1064.24 | 7-27-18 | " |
| 47 | 7-6 | " " | " " | " | 13027 | | 1064.24 | 7-27-18 | " |
| 48 | 7-6 | " " " | " " " | " | 13027 | | 1064.24 | 7-27-18 | " |
| 49 | 7-6 | All Star Feature Distributors | Seattle, Wash | " | 13027 | | 1064.24 | 8-10-18 | " |
| 50 | 7-11 | Majestic Theatre | Boston, Mass. | " | 13027 | | 1064.24 | 7-27-18 | " |
| 51 | 7-11 | " " " | " " | " | 13027 | | 1064.24 | 7-27-18 | " |
| 52 | 7-19 | All Star Feature Distributors | San Francisco | " | 13027 | | 1064.24 | 7-27-18 | " |
| 53 | 7-19 | " " " " | " " | " | 13027 | | 1064.24 | 7-27-18 | " |
| 54 | 7-19 | " " " " | " " | " | 13027 | | 1064.24 | 7-27-18 | " |
| 55 | 7-19 | " " " " | " " | " | 13027 | | 1064.24 | 7-27-18 | " |
| 56 | 7-19 | " " " " | " " | " | 13027 | | 1064.24 | 8-27-18 | " |
| 57 | 7-19 | " " " " | " " | " | 13027 | | 1064.24 | 7-27-181 | " |
| 58, | 7-19 | " " " " | " " | " | 13027 | | Outstanding | | " |
| 59 | 7-19 | " " " " | " " | " | 13027 | | " | | " |
| 60 | 8-5 | A. T. Banzhaf #2 Rector St. | New York | " | 13135 | " | | | English |
| 61 | 8-5 | " " " " " " | " " | " | 12380 | " | | | " |
| 62 | 8-12 | Famous Players-Lasky Corp. | " " | " | 12380 | " | | | Canadian |
| 63 | 8-12 | " " " " | " " | " | 12380 | " | | | " |
| 64 | 8-12 | " " " " | " " | " | 12380 | " | | | " |
| 65 | 8-17 | Feature Film Ltd. | Sydney Australia | " | 12380 | " | | | Australian |
| 66 | 8-17 | " " " | " " | " | 12380 | " | | | " |
| 67 | 8-17 | " " " | " " | " | 12380 | " | | | " |
| 68 | 8-17 | " " " | " " | " | 12380 | " | | | " |
| 69 | 8-17 | Dawn Masterplay | Detroit, Mich | " | 12227 | | 978.16 | 9-5-18 | American |
| 70 | 8-20 | All Star Feature Distrbrs. c/o Davis - | Chicago | " | 12227 | | 978.16 | 9-7-18 | " |
| 71 | 8-20 | " " " " " " | " | " | 12227 | | 978.16 | 9-7-18 | " |
| 72 | 8-20 | " " " " " " | " | " | 12227 | | 978.16 | 9-14-18 | " |
| 73 | 8-20 | A. L. Gray | New York | " | 12227 | " | | | " |
| 74 | 8-24 | " " " " | " " | " | 12227 | " | | | " |
| 75 | 8-24 | All Star Features Dist. c/o Davis - | Chicago | " | 12227 | | 978.16 | 9-7-18 | " |
| 76 | 8-24 | O'Neill | Boston | " | 12227 | | 978.16 | 9-14-18 | " |
| 77 | 8-29 | All Star Feature Dist. c/o Davis - | Chicago | " | 12227 | | 978.16 | 9-14-18 | " |
| 78 | 8-29 | " " " " c/o - | San Francisco | " | 12227 | | 978.16 | 9-14-18 | " |
| 79 | 8-30 | " " " " " c/o Davis - | Chicago | " | 12227 | | 978.16 | 9-21-18 | " |
| 80 | 8-31 | A. L. Gray | New York | " | 12227 | " | | | " |
| 81 | [illegible] | On hand | | | 12380 | | | | English |
| 82 | [illegible] | " | | | 12380 | | | | " |
| 83 | [illegible] | " | | | 12380 | | | | " |

| Print No. | Date | To Whom Shipped | Destination | Via | Feet | Open | C O D | Date Paid | |
|---|---|---|---|---|---|---|---|---|---|
| 84 | | On Hand | | | 12380 | | | | English |
| 85 | | " | | | 12380 | | | | " |
| 86 | | " | | | 12380 | | | | " |
| 87 | | " | | | 12380 | | | | " |
| 88 | | " | | | 12380 | | | | " |
| 89 | | " | | | 12227 | | | | American |
| 90 | | " | | | 12227 | | | | " |
| 91 | | " | | | 12227 | | | | " |
| 92 | | " | | | 12227 | | | | " |

Copies #1 - Shipped and returned to Studio. This per Oct 1-1918
Now on hand included in above 92 copies.

On copy shipped by New York Office to Dawn Masterplay Co.
Invoice sent from Los Angeles Office.

MUSEUM OF MODERN ART
STILLS, POSTERS AND DESIGN

D. W. GRIFFITH STUDIO.

S T A T E M E N T

POSITIVE STOCK USED IN THE MAKING OF THIRTY COPIES OF

"HEARTS OF THE WORLD"

(Prints Numbers 61 to 90 inclusive per attached list)
Also 6301 feet of reprints for exhibitors.

KEY TO COLUMNS BELOW

1. Number of prints made.

2. Exhibitors reprints.

3. Waste in printing and assembling, due to leader, static, scenes added made to improve general quality of finished copy.

4. Net length of finished copy including publicity trailers.

5. Net length of finished copy ready for shipping.

6. Total film used.

| 1 | 2 | 3 | 4 | 5 | 6 | |
|---|---|---|---|---|---|---|
| 18 | | 19792 | 222840 | 12380 | 242632 | English |
| 12 | | 13197 | 146724 | 12227 | 159921 | American |
| | 58 | | | | 58 | |
| | 939 | | | | 939 | |
| | 2233 | | | | 2233 | |
| | 1982 | | | | 1982 | |
| | 915 | | | | 915 | |
| | 60 | | | | 60 | |
| | 114 | | | | 114 | |
| 30 | 6301 | 32989 | 369564 | | 408854 | |
| | | | Balance on hand per inventory | | 92132 | |
| | | | Total Positive Film received * - | | 500986 | |

Shipments

| | |
|---|---|
| Balance on hand per previous inventory - | 966 |
| 7-31-18 - - - - - - - - - - - - - - - - - - | 200006 |
| 8-28-18 - - - - - - - - - - - - - - - - - - | 200030 |
| 9-20-18 - - - - - - - - - - - - - - - - - - | 99984 |
| | *500986 |

4456.96

D. W. GRIFFITH STUDIO.

RECORD OF SHIPMENTS OF "HEARTS OF THE WORLD"

| Print No. | Date | To whom shipped | Destination | Via | Feet | Open | C.O.D | Date Paid | |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 2-25 | Adolph Zukor | New York | Bgg. | 13071 | " | | | *Sample |
| 2 | 2-25 | D.W.Griffith (Clunes Auditorium) | Los Angeles ✓ | Del. | 13071 | " | | | American |
| 3 | 3-28 | " " " | New York | Bgg. | 13071 | " | | | " |
| 4 | 3-30 | " " " | " " | " | 13071 | " | | | " |
| 5 | 4-1 | " " " | " " | W-F | 13135 | " | | | English |
| 6 | 4-3 | " " " | " " | " | 13135 | " | | | " |
| 7 | 4-9 | Barnes Theatre | Chicago | Bgg. | 13071 | " | | | American |
| 8 | 4-20 | " " | " | W-F | 13071 | " | | | " |
| 9 | 4-20 | " " | Philadelphia | " | 13071 | " | | | " |
| 10 | 4-20 | " " | " | " | 13071 | " | | | " |
| 11 | 4-22 | " " | Boston | " | 13071 | " | | | " |
| 12 | 4-24 | Morris Gest | New York | " | 13071 | " | | | " |
| 13 | 4-25 | A. L. Grey c/o M. Gest | " " | " | 13071 | " | | | " |
| 14 | 5-2 | " " | " " | " | 13071 | " | | | " |
| 15 | 5-2 | " " | " " | " | 13071 | " | | | " |
| 16 | 5-2 | " " | " " | " | 13071 | " | | | " |
| 17 | 5-4 | " " | " " | " | 13135 | " | | | English |
| 18 | 5-4 | " " | " " | " | 13135 | " | | | " |
| 19 | 5-4 | " " | " " | " | 13135 | " | | | " |
| 20 | 5-4 | " " | " " | " | 13135 | " | | | " |
| 21 | 5-4 | " " | " " | " | 13135 | " | | | " |
| 22 | 5-4 | " " | " " | " | 13135 | " | | | " |
| 23 | 5-8 | " " | " " | " | 13135 | " | | | " |
| 24 | 5-8 | " " | " " | " | 13135 | " | | | " |
| 25 | 5-16 | Seldberg, Library of Congress | Washington | " | 13027 | " | | | Copyright |
| 26 | 5-16 | " " " " | " | " | 13027 | " | | | " |
| 27 | 5-16 | A.L.Grey Century Theatre | New York | " | 13027 | " | | | American |
| 28 | 5-16 | " " " " | " " | " | 13027 | " | | | " |
| 29 | 5-16 | " " " " | " " | " | 13027 | " | | | " |
| 30 | 5-18 | " " " " | " " | " | 13027 | " | | | " |
| 31 | 5-18 | " " " " | " " | " | 13027 | " | | | " |
| 32 | 5-18 | " " " " | " " | " | 13027 | " | | | " |
| 33 | No Date | S. A. Powell | Los Angeles ✓ | Del | 13027 | " | | | " |
| 34 | 5-25 | F.P.-Lasky Corp. 485 Fifth Av. | New York | W-F | 13027 | " | | | " |
| 35 | 6-11 | Hyman | Detroit | " | 13027 | " | | | " |
| 36 | 6-11 | All Star Features Distributors | San Francisco | " | 13303 | | 1064.24 ✓ | 6-19-18 | " |
| 37 | 6-11 | " " " " | " " | " | 13303 | | 1064.24 ✓ | 6-19-18 | " |
| 38 | 6-11 | " " " " | " " | " | 13303 | | 1064.24 ✓ | 6-19-18 | " |
| 39 | 6-11 | " " " " | " " | " | 13303 | | 1064.24 ✓ | 6-19-18 | " |
| 40 | 6-11 | " " " " | " " | " | 13303 | | 1064.24 ✓ | 6-19-18 | " |
| | | | | | 524,156 | | 5321.20 | | |

| Print No. | Date | Consignee * | Destination | Via | Feet | Open | C.O.D. | Date Pd | Country |
|---|---|---|---|---|---|---|---|---|---|
| 41 | 6-13-18 | H. Dollman | Indianapolis | W-F | 13303 | " | | | American |
| 42 | 6-13 | " " | " | " | 13303 | | 1064.24 | 6-29-18 | " |
| 43 | 6-14 | All Star Feature Distributors | San Francisco | " | 13303 | | 1064.24 | 6-22-18 | " |
| 44 | 6-14 | Hyman S. A. | Detroit | " | 13303 | | 1064.24 | 7- 6-18 | " |
| 45 | 6-15 | H. Dollman | Indianapolis | " | 13027 | " | | | " |
| 46 | 6-19 | Arcadia Theatre | Savannah, Ga. | " | 13303 | | 1064.24 | 7-27-18 | " |
| 47 | 6-19 | " " | " " | " | 13303 | | 1064.24 | 7-27-18 | " |
| 48 | 6-19 | " " | " " | " | 13303 | | 1064.24 | 7-27-18 | " |
| 49 | 6-19 | M. Rosenberg-Delux Feature Film Co., Seattle, Wn | | " | 13303 | | 1064.24 | 8-10-18 | " |
| 50 | 7-11 | Majestic Theatre | Boston, Mass. | " | 13303 | | 1064.24 | 7-27-18 | " |
| 51 | 7-11 | " " | " " | " | 13303 | | 1064.24 | 7-27-18 | " |
| 52 | 7-22 | All Star Feature Distributors | San Francisco | " | 13303 | | 1064.24 | 7-27-18 | " |
| 53 | 7-22 | " " " " | " " | " | 13303 | | 1064.24 | 7-27-18 | " |
| 54 | 7-22 | " " " " | " " | " | 13303 | | 1064.24 | 7-27-18 | " |
| 55 | 7-22 | " " " " | " " | " | 13303 | | 1064.24 | 7-27-18 | " |
| 56 | 7-19 | " " " " | " " | " | 13303 | | 1064.24 | 7-27-18 | " |
| 57 | 7-19 | " " " " | " " | " | 13303 | | 1064.24 | 7-27-18 | " |
| 58 | 7-19 | " " " " | " " | " | 13027 | | Outstanding | | " |
| 59 | 7-19 | " " " " | " " | " | 13027 | | " | | " |
| 60 | 8-5 | A.H.T.Banzhaf #2-Rector Street, | New York | " | 13135 | " | | | English |
| 61 | 8-5 | " " " " " | " " | " | 12380 | " | | | " |
| 62 | 8-12 | Famous Players-Lasky Corp. | " " | " | 12380 | " | | | Canadian |
| 63 | 8-12 | " " " " | " " | " | 12380 | " | | | " |
| 64 | 8-12 | " " " " | " " | " | 12380 | " | | | " |
| 65 | 8-17 | Feature Film Ltd. | Sydney, Australia | " | 12380 | " | | | Australian |
| 66 | 8-17 | " " " | " " | " | 12380 | " | | | " |
| 67 | 8-17 | " " " | " " | " | 12380 | " | | | " |
| 68 | 8-17 | " " " | " " | " | 12380 | " | | | " |
| 69 | 8-17 | Dawn Masterplay | Detroit, Mich. | " | 12227 | | 978.16 | 9- 5-18 | American |
| 70 | 8-17 | All Star Feature Dist'rs C/o-Davis, Chicago, Ill. | | " | 12227 | | 978.16 | 9- 7-18 | " |
| 71 | 8-20 | " " " " " " " | | " | 12227) | | | | " |
| 72 | 8-20 | " " " " " " " | | " | 12227) | | *2139.72 | 9- 7-18 | " |
| 73 | 8-20 | A. L. Grey | New York | " | 12227 | " | | | " |
| 74 | 8-24 | " | " " | " | 12227 | " | | | " |
| 75 | 8-24 | All Star Feature Distr's C/o-Davis, Chicago, Ill. | | " | 12227 | | 1039.29 | 9- 9-18 | " |
| 76 | 8-24 | O'Neill | Boston | " | 12227 | | 1039.29 | 9- 9-18 | " |
| 77 | 8-29 | All Star Feature Distrs C/o-Davis, Chicago, Ill. | | " | 12227 | | 1039.29 | 9-17-18 | " |
| 78 | 8-29 | " " " " C/o-San Francisco | | " | 12227 | | 1039.29 | 9- 9-18 | " |
| 79 | 8-30 | " " " " C/o-Davis, Chicago, Ill. | | " | 12227 | | 1039.29 | 9-21-18 | " |
| 80 | 8-31 | A. L. Grey | New York | " | 12227 | " | | | " |
| 81 | 9-12 | A. L. Grey | " | " | 12227 | " | | | " |
| 82 | 9-24 | Geo. H. Davis | Chicago, Ill. | " | 12227 | " | 1039.29 | 10-22-18 | " |
| 83 | 9-30 | F. P. L. Co. Exp. Dept. | New York | " | 12380 | " | | | English |

(* includes also war footage tax on print #70.)

978.16

| Print No. | Date | To Whom Shipped | | Destination | Via | Feet | Open | C. O. D. | Date Paid |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | 1,072,218 | | | |
| 84 | 9-30-18 | F. P. L. Co. | Exp Dept | New York | W-F | 12380 | Open | | English |
| 85 | 9-30 | " | " | " | " | 12380 | " | | " |
| 86 | 9-30 | " | " | " | " | 12380 | " | | " |
| 87 | 9-30 | " | " | " | " | 12380 | " | | " |
| 88 | 9-30 | " | " | " | " | 12380 | " | | " |
| 89 | 9-30 | " | " | " | " | 12380 | " | | " |
| 90 | 9-30 | " | " | " | " | 12380 | " | | " |
| 91 | 10-28-18 | A. L. Grey | | " | " | 12227 | " | | American |
| 92 | 10-29 | " | | " | " | 12227 | " | | " |
| 93 | 10-31 | F. P. L. Co. | Exp Dept. | " | " | 9790 | " | | So. American |
| 94 | 10-31 | " | " | " | " | 9790 | | | " |
| 95 | 10-31 | " | " | " | " | 9790 | | | " |
| 96 | 10-31 | " | " | " | " | 9790 | | | " |
| | | | | | | 1,222,498 Feet. | | | |

Copies #1 - Shipped and returned to Studio and Now on hand.

On Copy shipped by New York Office to Dawn Masterplay Co. invoice sent from Los Angeles Office.

MUSEUM OF MODERN ART NEW YORK
O. M. CONLON COLLECTION

DWGriffith

DETAILS OF COMPLETE COPY C.O.D. SHIPMENTS.
Up to and including November 30,1918.

D. W. GRIFFITH STUDIO.

| Date Paid. | Name and Address. | Report No. | Complete Copy. | Footage Tax; | Total; | Credited to A-1 | D-1. |
|---|---|---|---|---|---|---|---|
| 6-19-18 | All Star S.F. | 32 | 1064.24 | | 1064.24 | 1064.24 | |
| " | " " S.F. | 32 | 1064.24 | | 1064.24 | 1064.24 | |
| " | " " S.F. | 32 | 1064.24 | | 1064.24 | 1064.24 | |
| " | " " S.F. | 32 | 1064.24 | | 1064.24 | 1064.24 | |
| " | " " S.F. | 32 | 1064.24 | | 1064.24 | 1064.24 | |
| 6-21-18 | " " S.F. | 32 | 1064.24- | | 1064.24 | 1064.24 | |
| 6-29-18 | Delvan Film Co., Indianapolis, Ind. | 33 | 1064.24 | | 1064.24 | 1064.24 | |
| 7- 5-18 | Arthur S. Hyman, Detroit, Mich. | 34 | 1064.24 | | 1064.24 | 1064.24 | |
| 7-22-18 | Arcadia Theatre, Savannah, Ga., | 37 | 1064.24 | | 1064.24 | 1064.24 | |
| 7-22-18 | " " " " | 37 | 1064.24 | | 1064.24 | 1064.24 | |
| 7-22-18 | " " " " | 37 | 1064.24 | | 1064.24 | 1064.24 | |
| 7-24-18 | Hearts of World of New England. | 37 | 1064.24 | | 1064.24 | 1064.24 | |
| 7-24-18 | " " " " | 37 | 1064.24 | | 1064.24 | 1064.24 | |
| 7-26-18 | All Star S.F. | 37 | 1064.24 | | 1064.24 | 1064.24 | |
| 7-26-18 | " " S.F. | 37 | 1064.24 | | 1064.24 | 1064.24 | |
| 7-26-18 | " " S.F. | 37 | 1064.24 | | 1064.24 | 1064.24 | |
| 7-26-18 | " " S.F. | 37 | 1064.24 | | 1064.24 | 1064.24 | |
| 7-26-18 | " " S.F. | 37 | 1064.24 | | 1064.24 | 1064.24 | |
| 7-26-18 | " " S.F. | 37 | 1064.24 | | 1064.24 | 1064.24 | |
| 8- 5-18 | M. Rosenberg, Seattle. | 39 | 1064.24 | | 1064.24 | 1064.24 | |
| 9- 5-18 | Dawn Masterplay, Detroit. | 43 | 978.16 | | 978.16- | 978.16 | |
| 8- 6-18 | Geo. H. Davis, Chicago. | 43 | 978.16 | | | | 978.16 |
| 9- 6-18 | " " " " | 43 | 978.16 C | 122.27* | 1100.43 | 1100.43 | |
| 9- 6-18 | " " " " | 43 | 978.16 C | 61.13 | 1039.29 | 1039.29 | |
| 9- 9-18 | Wm. H. O'Neill, Boston. | 44 | 978.16 | 61.13 | 1039.29 | | 1039.29 |
| 9- 9-18 | All Star S.F. | 44 | 978.16 SF | 61.13 | 1039.29 | | 1039.29 |
| 9- 9-18 | Geo. H. Davis, Chicago. | 44 | 978.16 C | 61.13 | 1039.29 | | 1039.29 |
| 9-17-18 | Geo. H. Davis, " | 45 | 978.16 | 61.13 | 1039.29 | | 1039.29 |
| 9-17-18 | Geo. H. Davis, " | 45 | 978.16 C | 61.13 | 1039.29 | | 1039.29 |
| 9-24-18 | Dawn Masterplay Co., Detroit. | 46 | 978.16 | 61.13 | 1039.29 | | 1039.29 |
| 10-22-18 | Geo.H.Davis, c/o H. of W., Chicago. | 50 | 978.16 C | 61.13 | 1039.29 | | 1039.29 |
| | | | 32044.56 | 611.31 | 32655.87 | 24402.68 | 8253.19 |

122.27
489.05

* $61.13 of this (credited to A-1) was war tax on the entry immediately above, which was credited to D-1 but, inasmuch as it was war tax and a wash item because later having been taken out of here and paid to the U.S. Government, no change in the credit as shown has been made or is deemed to be necessary to be made.

HEARTS OF THE WORLD (A-1)

in a/c with

D. W. GRIFFITH STUDIO.

We have charged and credited your a/c with the following:-

| DEBITS | | | |
|---|---|---|---|
| Express Charges | 221.45 | | |
| " " | 81.98 | | |
| " " | 38.26 | 341.69 | |
| 8 C.O.D.'s Cr. to D-1 | | 8253.19 | |
| Cash from New York | 50000.00 | | |
| " " LOS Angeles. | 4164.80 | 54164.80 | |
| DIFFERENCE between balance as shown on your trial balance of 5/25/18 AND | 25446.11 | | |
| balance as shown on Price Waterhouse & Co. statement of 5/25/18. | 22016.73 | 3429.38 | 66189.06 |

| CREDITS | | | |
|---|---|---|---|
| Printing 99 prints | 99940.32 | | |
| less Cost of Stock | 46112.77 | 53827.55 | |
| Difference in C O D'S | 675.04 | | |
| " " " | 4.00 | | |
| " " " | 15.75 | 694.79 | |
| Footage Tax included in C O D's | | 611.31 | 55133.65 |
| Amount due H. of W. from Printing a/c as per your statement. This is to be paid to Mr. Griffith in the nature of a Profit Advance from H. of W. | | | 11055.41 |
| | | | 66189.06 |

| Property | Company | Policy No. | Expiration Date | Kind | Amount | Premium |
|---|---|---|---|---|---|---|
| Life (D.H.G.) | Equitable Life Ins. Co. | 2655630 | July 21 | Life | $50000- | $2278- |
| Life (D.H.G) | Union Central | 663424 | August 24 | Life | 25000- | 91025 |
| Life (D.H.G) | Connecticut Central | 165054 | July 21- | Life | 25000- | 97550 |
| Life (D.H.G.) | New York Life Ins. Co. | 7543384 | July 21- | Life | 25000- | 1212- |
| Life (D.H.G) | John Hancock | 742796 | July 21- | Life | 25000- | 92150 |
| Life (D.H.G) | Mutual Life Ins. Co. | 2783030 | July 21- | Life | 100000- | 3955- |
| Life (D.H.G) | Berkshire Life Ins. Co. | 118412 | July 21- | Life | 25000- | 92725 |
| Life (D.H.G) | Berkshire Life Ins. Co | 118412 | July 21- | Life | 25000- | 92725 |
| Life (D.H.G.) | John Hancock | 742797 | July 21- | Life | 25000- | 92150 |
| Life (D.H.G.) | Connecticut Central | 164491 | July 21- | Life | 25000- | 97550 |
| Workmen's Compensation | Aetna Life Ins. Co. | C-0549297 | Aug 25-22 | Liability & Compensation | | 56601 - 12/24/21 to 2/25/22 |
| " " | " " " " | P-093228 | " 25-22 | " " | | 11692 - 12/24/21 to 2/25/22 |
| " " | " " " " | P-093089 | " 25-22 | " " | | 9399 - 12/24/21 to 2/25/22 |
| New York Office | Hartford Accident & Indemnity | 120466 | April 5th-23 | Burglary | 1500- | 3750 |
| Safe at Mamaroneck | " " " | 120423 | " 7th 23 | " | 2000- | 1505 |
| Reo Busses - 1919-1921 - | Globe Indemnity Co. | A.P.F. 910987 | Feb. 15-23 | Property Damage, Collision, Liability | | 950- |
| Ford - White - Indiana - 2 Reo, Packard, Locomobile | Liverpool London and Globe. | A.P.F. 718028 | Feb. 15-23 | Fire & Theft, Property Damage, Liability | | 34484 |
| | " | A.P.F. 718004 | Feb. 15-23 | - Fire & Theft - Prop. Damage. Collision - Liability. | | 41390 |
| Cottage and Contents - | Agricultural Ins. Co. | 2435 | Feb. 18-23 | Fire | 3750- | 15- |
| Cottage and Contents | " " " | 2436 | Feb. 18-23 | Fire | 4500- | 18- |
| " " | " Hartford Fire Ins. Co. | 75053 | Feb. 18-23 | Fire | 3750- | 15- |
| " " | " Hartford Fire Ins. Co. | 75054 | Feb. 18-23 | Fire | 4500- | 18- |
| Laboratory Bldg. $50,000- Contents $10,000- | Richmond Ins. Co. | 263553 | Mar. 15-23 | Fire | 10000- | 12423 |
| Laboratory | North River Ins. Co. | 3148021 | Dec. 15-22 | Fire | 20000- | 24846 |
| Laboratory | Northern Assur. Co. Ltd. | 30745 | Oct. 19-22 | Fire | 15000- | 18635 |
| Laboratory | Importers and Exporters Co. | 1169 | Oct. 19-22 | Fire | 10000- | 12423 |
| Laboratory | Commercial Union Assur. Co. | 900762 | Oct. 19-22 | Fire | 25000- | 31057 |

| Property | Company | Policy No. | Expiration Date | Kind | Amount | Premium |
|---|---|---|---|---|---|---|
| Laboratory | Niagara Fire Ins. | 8126- | Oct. 19-22 | Fire | $15000- | $186 35 |
| Laboratory | National Liberty Ins. Co. | 1231- | Oct. 19-22 | Fire | 20000- | 248 46 |
| Laboratory | Queen Ins. Co. of America | 28298- | Oct. -19-22 | Fire | 15000- | 186 35 |
| Laboratory | Mercantile Ins. Co. | 941719- | Oct - 19-22 | Fire | 15000- | 186 35 |
| Laboratory | Hartford Fire Ins. Co. | 75005- | Oct - 19-22 | Fire | 15000- | 186 35 |

LIST OF STOCKHOLDERS OF WARK PRODUCING CORP.

Year 1918.

* * * * * * * * * * * *

| NAME | NO. SHARES. |
|---|---|
| H.E. Aitken | 150 |
| Aitken, R.E. | 24 |
| Anderson, William B. | 1 |
| Banzhaf, E.J. (Voting Trust Stock) | 10 |
| Banzhaf, A.H.T.B. (Voting Trust Stock) | 23 |
| Barry, J.A. | 5 |
| Block, Benjamin | 3 |
| Blumenthal, Hugo | 10 |
| Clark, Robert Sterling | 10 |
| Clark, Stephen Carlton | 10 |
| Clausen, Charles S. | 1 |
| D.W.G.Corporation (Voting Trust Stock) | 762 |
| Day, W.Beach | 1 |
| Detwiler, A.K. | 4 |
| Ehret, George, Jr. | 3 |
| Fairchild, Arthur | 1 |
| Gates, C.W. | 5 |
| Gish, Lillian D. | 3 |
| Goldstein, Simon | 16 |
| Goodsell, Mrs. T.J. | 1 |
| Goodsell, T.J. | 1 |
| Hall, John R. | 4 |
| Hall, Norman | 28 |
| Hampton, Lewis | 10 |
| Hosking, A.J. | 1 |
| Johnston, Douglas | 4 |
| Lehman, H.H. | 1 |
| Mainzer, Herbert R. | 2 |
| Mainzer, Robert H. | 20 |
| | 1114 |

Wark Producing Corporation --Year 1918.

| NAME | NO. OF SHARES |
|---|---|
| (CARRIED forward) | 1114 |
| Marsh, Mae W. | 2 |
| Mouat, H.L. | 1 |
| Oldershaw, C.R. | 5 |
| Oppenheimer, Emil | 1 |
| Patee, L.G. | 1 |
| Prisk, Charles | 1 |
| Putnam, Henry W. | 10 |
| Richard, Oscar L. | 10 |
| Richard, Vera V.B. | 3 |
| Rosenberger, W.D/ | 5 |
| Seligsberg, Louis | 1 |
| Seligsberg, Walter N. | 1 |
| Stackpole, T. | 1 |
| Steinman, Edward S. | 2 |
| Stern, Albert | 10 |
| Sterrett, Clarence E. | 2 |
| Tallman, S.H. | 25 |
| Tomlins, Frank I. | 1 |
| Triangle Film Co. | 300 |
| Winpenny, Maude | 3 |
| Howdershell, D.J. & William Niven | 1 |
| Total Shares | 1500 |

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

no 2

STATEMENT OF D. W. BRIFFITH FOR MONTH OF JANUARY 1918

| | | |
|---|---|---|
| Salary from Epoch Company, week ending January 5, 1918 to and inclusive of week ending January 26, 1918 | | $400.00 |
| War picture salary, week ending January 5 1918 to and inclusive of week ending January 26, 1918 | | 8000.00 |
| Epoch Company, royalties for December 1917 | $3849.99 | |
| Less 10% per Bitzer contract | 384.99 | 3465.00 |
| Wark Company, (Intolerance) interest to December 31, 1917 | | 350.00 |
| TOTAL INCOME FOR JANUARY 1918 | | $12215.00 |

| | | |
|---|---|---|
| 15% due Mrs. Griffith | $1832.25 | |
| Paid on account by check Jan. 6 1918 | 800.00 | |
| Balance due Mrs. Griffith for January 1918 | | $1032.25 |

Attorney for Mr. Griffith.

SUPPLEMENTARY STATEMENT OF D. W. GRIFFITH FOR MONTH OF JANUARY 1918.

| | | |
|---|---|---|
| Salary from Epoch Company, week ending January 5 1918 to and inclusive of week ending January 26 1918 | | $400.00 |
| Studio salary drawn in Month of January 1918 (see note) | | 2000.00 |
| Epoch Company, royalties for December 1917 | $3849.99 | |
| Less 10% per Bitzer contract | 384.99 | |
| Wark Company(Intolerance) interest to December 31 1917. | | 350.00 |
| TOTAL INCOME FOR JANUARY 1918. | | $ 6215.00 |

| | | |
|---|---|---|
| 15% due Mrs. Griffith | $932.25 | |
| Paid on account by check Jan. 6/18 | 800.00 | |
| Balance due Mrs. Griffith for January 1918. | | $132.25 |

Note: It appears from statement as submitted by Mr. Griffith, that he drew only one week's salary in the month of January 1918, on account of lack of funds to complete the picture, as same was financed on borrowed money.

Attorney for Mr. Griffith.

STATEMENT OF D. W. GRIFFITH FOR MONTH OF FEBRUARY-1918.

| | | |
|---|---|---|
| Salary from Epoch Producing Co.,week ending February 2 1918 to and inclusive of week ending February 23 1918. | | $400.00 |
| Epoch Company, royalties for January 1918 | $3266.90 | |
| Less 10% per Bitzer contract. | 326.69 | 2940.21 |
| Studio salary drawn in Month of February 1918 | $4000.00 | |
| Repaid account lack of funds | 2000.00 | 2000.00 |
| | | $5340.21 |
| 15% due Mrs. Griffith | | $801.03 |
| Paid on account. | | 800.00 |
| BALANCE DUE TO MRS. GRIFFITH. | | $ 1.03 |

Attorney for Mr. Griffith.

STATEMENT OF D. W. GRIFFITH FOR MONTH OF MARCH 1918.

| | | |
|---|---|---|
| Salary from Epoch Producing Co., week ending Marh 2 1918 to and inclusive of week ending March 30 1918 | | $500.00 |
| Epoch Company, royalties for February 1918 | $8020.02 | |
| Less 10% per Bitzer contract. | 802.00 | 7218.02 |
| Studio salary drawn in month of March 1918 | $2000.00 | |
| Repaid account lack of funds. | 2000.00 | |
| TOTAL INCOME FOR MARCH 1918. | | $ 7718.02 |
| 15% due Mrs. Griffith. | | $ 1157.70 |
| Paid on account. | | 800.00 |
| Balance due Mrs. Griffith. | | $ 357.70 |

Attorney for Mr. Griffith.

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

STATEMENT OF D. W. GRIFFITH FOR MONTH OF APRIL 1918

| | | |
|---|---|---|
| Salary from Epoch Producing Co., week ending April 6 1918 to and inclusinve of week ending April 27 1918 | | $ 400.00 |
| Epoch Company, royalties for March 1918 | $9389.18 | |
| Less 10% per Bitzer contract | 938.91 | 8450.27 |
| TOTAL INCOME FOR APRIL 1918 | | 8850.27 |
| 15% due Mrs. Griffith | $1327.54 | |
| Paid on account for April | 800.00 | |
| Balance due Mrs. Griffith | | $527.54 |

Note: No salary received from the Studio on account of lack of funds.

Attorney for Mr. Griffith

STATMENT OF D. W. GRIFFITH FOR MONTH OF MAY 1918

| | | |
|---|---|---|
| Salary from Epoch Company, week ending May 4 1918 to and inclusive of week ending May 25 1918 | | $ 400.00 |
| Epoch Company, royalties for April 1918 | $4260.08 | |
| Less 10% per Bitzer contract | 426.00 | 3834.08 |
| TOTAL INCOME FOR MAY 1918 | | 4234.08 |
| 15% due Mrs. Griffith | $635.11 | |
| Paid on account for May | 800.00 | |
| OVERPAYMENT MADE TO MRS. GRIFFITH | | $164.89 |

Note: No salary received from the Studio on account of lack of funds.

Attorney for Mr. Griffith

STATEMENT OF D. W. GRIFFITH FOR MONTH OF JUNE 1918.

| | | | |
|---|---|---|---|
| Salary from Epoch Company, week ending June 1 1918 to and inclusive of week ending June 29 1918 | | | $500.00 |
| Epoch Company, Royalties for May 1918 | $3569.32 | | |
| Less 10% per Bitzer contract. | $ 356.93 | | 3212.39 |
| | | | $3712.39 |
| F-4 Corporation, interest on certificates of indebtedness. | | | 150.00 |
| Studio salary drawn in month of June 1918. | | $4000.00 | |
| Repaid account lack of funds. | | 4000.00 | |
| TOTAL INCOME FOR JUNE 1918 | | | $ 3862.39 |

| | |
|---|---|
| 15% due Mrs. Griffith | $579.35 |
| Paid on account for June 1918 | 800.00 |
| OVERPAYMENT | $220.65 |

A. W. B.
Attorney for Mr. Griffith.

SUMMARY OF MONTHLY STATEMENTS.

| | | |
|---|---|---|
| Balance due Mrs. G. as per January 1918 Statement. | | $132.25 |
| Balance due Mrs. G. as per February 1918. Statement. | | 1.03 |
| As per Statement March 1918. | | 357.70 |
| As per Statement of April 1918. | | 527.54 |
| As per Statement May 1918. Overpayment. | $164.89 | |
| As per Statement June 1918. Overpayment. | 220.65 | |
| | $ 385.54 | $ 1018.52 |
| | | 385.54 |
| Balance for six months from Jan.1 to July 1/18. | | $ 632.98 |

Subject to income tax adjustments for year of 1918.

a to BB
a th

$632.98 not paid pending adjustment tax

D. W. GRIFFITH COLLECTION
MUSEUM OF MODERN ART FILM LIBRARY

no 3

STATEMENT OF D. W. GRIFFITH FOR MONTH OF JULY 1918.

| | | |
|---|---|---|
| Salary from Epoch Company, week ending July 6, 1918, to and inclusive of week ending July 27, 1918 | | $400.00 |
| Epoch Company, Royalties for June 1918 | $92.27 | |
| Less 10% per Bitzer contract | 9.23 | 83.04 |
| Wark Company, (Intolerance) re certificates of indebtedness - | | |
| Premium | $525.00 | |
| Interest to 2/1/18 | 140.00 | 665.00 |
| Wark Company, (Intolerance) re certificates of indebtedness - | | |
| Premium | 350.00 | |
| Interest to 7/1/18 | 682.50 | 1032.50 |
| TOTAL INCOME FOR JULY 1918 | | $2180.54 |
| 15% due Mrs. Griffith | $327.08 | |
| Balance due Mrs. Griffith for July 1918 | | $327.08 |

Attorney for Mr. Griffith

STATEMENT OF D. W. GRIFFITH FOR MONTH OF AUGUST AND SEPTEMBER 1918.

| | | |
|---|---|---|
| Salary from Epoch Company, week ending August 3, 1918, to and inclusive of week ending August 31, 1918 | | $500.00 |
| Salary from Epoch Company, week ending September 7, 1918, to and inclusive of week ending Spetember 28th 1918 | | 400.00 |
| F-4 Corporation interest on certificates of indebtedness from June 1st to Sept. 16th Paid September 26th | | 23.75 |
| TOTAL INCOME FOR AUGUST AND SEPTEMBER 1918 | | $ 923.75 |
| 15% due Mrs. Griffith | $138.56 | |
| Balance due Mrs. Griffith for August and September 1918 | | $ 138.56 |

Attorney for Mr. Griffith.

STATEMENT OF D. W. GRIFFITH FOR MONTH OF OCTOBER 1918

| | | |
|---|---|---|
| Salary from Epoch Company, week ending October 5, 1918, to and inclusive of week ending October 26, 1918 | | $400.00 |
| Epoch Company dividend | | 540.00 |
| TOTAL INCOME FOR OCTOBER 1918 | | $940.00 |
| 15% due Mrs. Griffith | $141.00 | |
| Balance due Mrs. Griffith for October 1918 | | $141.00 |

Attorney for Mr. Griffith

STATEMENT OF D. W. GRIFFITH FOR MONTHS OF NOVEMBER AND DECEMBER 1918

| | | |
|---|---|---|
| Salary from Epoch Company, week ending November 2, 1918, to and inclusive of week ending November 30, 1918 | | $500.00 |
| Salary from Epoch Company, week ending December 7, 1918, to and inclusive of week ending December 28, 1918 | | 400.00 |
| TOTAL INCOME FOR NOVEMBER AND DECEMBER 1918 | | 900.00 |
| 15% due Mrs. Griffith | $135.00 | |
| Balance due Mrs. Griffith for November and December 1918 | | $135.00 |

Attorney for Mr. Griffith

SUMMARY STATEMENT OF AMOUNTS DUE MRS. GRIFFITH AS SHOWN BY MONTHLY STATEMENT INCLUDING AMOUNT PAID IN ADVANCE.

| | | |
|---|---|---|
| July 1st 1918 Paid to Mrs. G. 6 Months advance | | $4800.00 |
| As per statement for July 1918 - | $327.08 | |
| As per statement for Aug. & Sept. 1918 | 138.56 | |
| As per statement for October/18. | 141.00 | |
| As per statement for November and December 1918 | 135.00 | |
| Total amount due | $741.64 | 741.64 |
| Overpayment for 6 months as per annexed statement. | | $ 4058.36 |